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Eministered by: Interstate Nacional Dealer Services, Inc., 9129 Powers Ferry No. NW, Suite 200, Atlanto, GA 2019 Clistomer Service: 800-942-9400 www.lnds.com





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70 Boston Rd :ONX NY 10475 one: (718) 515-4600



ADA® Retail Value (Retail) Details

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17 BMW 5 SERIES SEDAN 4D 530XI AWD			
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N/A

ight 2020 by NADA Services Corporation, All Rights Reserved. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations ry based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction parties to the transaction. This pricing is intended for the use of the individual generating this pricing only and shall not be sold to another party NADA es Corporation and Dealertrack assume no responsibility for errors or omissions.

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Case 1:22-cv-04447-JSR Document 53-30 Filed 03/15/23 Page 6 of 96

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IMAGE ID - 56967108

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FAX COVER SHEET

To: Capital One Auto Finance

Fax: null

From: FARAH JEAN FRANCOIS

Pages:

Date: 06/29/2020

Ref #: 188350734

Dealer #: 40906

Address of the latest designation of

LAW 553-NY-B-A-eps 10/18

RETAIL INSTALMENT CONTRACT SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

RAGUT YN, NY 1121	ois o			N/A N/A	ng County and Zip Coo	50)	Seller-Creditor (Name and Address) VICTORY MITSUBISHE 4070 Boston Rd BRONX, NY 10475					
der the ag	reements i U.S. fund	in this con s accordin	tract. You	u agree to	tie below for cash o pay the Seller - Cred schedule below. We	fitor (sometimes "we	" or "us" in this cont	ract) the Ar	mount Financed an			
ed/Demo	Year	Make and Mo			Vehicle Identification I	Number		h Purchased				
ED	2017	BMW 5 SERI	FS		WBAJA7C38HG90	anan		sehold unless d below N/A				
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.66 %	\$ 13,0	963.19	\$_2	9,462.81	\$ 43,326.00	\$ 52,326.00	Co-Buyer Signs X NVA					
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N/A	l N	UA.		N	VA.							
Follows:	N/A						cancelling optional insurance, maintenance, or other contracts), over (2) the sum of (a) a due payments and other amounts due beca- broke promises in this contract and (b) the cash value of the vehicle immediately before to					
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Case 1:22-cv-04447-JSR Document 53-30 Filed 03/15/23 Page 13 of 96

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Downpayment +			obtain credit unless the box indicating Vendor's Single Interest
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NO COOLING OFF PERIOD UNLESS YOU HAVE A CONTRACT CANCELLATION OPTION

law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you ge your mind. This notice does not apply to home solicitation sales. It also does not apply if you buy a used le from a Seller-Creditor located in New York City and you did not decline your option to cancel. The laws of York City provide a two-day cancellation option if you buy a used vehicle. This cancellation option is subject rtain conditions. See the NYC Used Car Contract Cancellation Option agreement for details.

scked, your last installment payment under this contract is a balloon payment ("Balloon Payment"). You have the option to do one or more of the following, as checked, at

the Balloon Payment is due:	
 You may pay your Balloon Payment when due. 	
 You may refinance the Balloon Payment. See part 	
☐ You may sell the vehicle back to us. See paragra	ph 1.e. below for details. If you exercise this option, \$_N/A_per mile for each mile in excess of N/A_miles
own on the odometer will be deducted from the sale	price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1.e.
ion of Amount Financed as the "Prior Credit or Lease tuel payoff amount is more than the amount shown	om you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in item 2 of the Balance," You understand that the amount quoted is an estimate. In 2 you must pay the Seller the excess on demand, if the actual payoff amount is less than the amount shown in 2
ill refund to you any overage Seller receives from yo	
Signature X N/A	Co-Buyer Signature X N/A

R IMPORTANT AGREEMENTS

INANCE CHARGE AND PAYMENTS

- How we will figure Finance Charge, We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
- amounts due up to the date of your payment.

 Balloon Payment Options. Your Balloon Payment is due and payable as disclosed above. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked above, you have the following options.

Pay in Full. You may pay the Balloon Payment in full when due.

Refinance. You may refinance the Balloon Payment unless you are in default under the contract. If we have advanced funds to cure any default, you must pay us back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing. The annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the sarpe, as in this contract if the refinanced amount will be

fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance the Balloon Payment at the time the Balloon Payment is due, we will provide you with the disclosures required under the federal Truth in Lending Act in the agreement to refinance we make with you. Both you and we must sign the agreement to refinance.

Sell Back. You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as described on this page. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must immediately contact us and tell us whether you want to pay or refinance the last installment payment.

You must pay us the excess mileage fee shown above. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.
- Repair all mechanical defects.
- Repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

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If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

OUR OTHER PROMISES TO US

 If the vehicle is damaged, destroyed, or missing.
 The following paragraph does not apply if the box in the GAP Waiver Notice on page 1 of this contract is checked.

You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. The terms and conditions of your liability if the vehicle is damaged, destroyed, or missing are described in a separate document you sign. The document is a part of this contract.

- Using the vehicle. You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.
- Security Interest.

You give us a security interest in:

- The vehicle and all parts or goods put on it;
- All money or goods received (proceeds) for the vehicle;
- All insurance, maintenance, service, or other contracts we finance for you; and
- All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract. It also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

 What happens to returned insurance, maintenance, service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

2 YOU PAY LATE OR BREAK YOUR OTHER PROMISES

You may owe late charges, You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making fate payments.

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- if you pay late, we may also take the steps described below.
- b. You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right you have to reinstate the contract for less (see below). Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or
 - You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Prepaid Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.

- c. You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The maximum attorney's fee you will pay will be 15% of the amount you owe.
- d. We may take the vehicle from you, if you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it. If we repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to retaking the vehicle, holding it, and preparing it for sale (reinstate). First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay an instalment payment on time. Otherwise, we will tell you how much to pay to get the vehicle back. Your right to get the vehicle back ends when we sell it.
- f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.
 - We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else, if money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you
- g. What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe.

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SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by 3-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the aw allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale.

Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formulario de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

APPLICABLE LAW

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

E: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR D ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS OF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

receding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) ave against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

HER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.

A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON Y CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL BITRATIONS.

ICOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT U AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

im or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of mor dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase stion of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this stall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on vidual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration ation, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval. The grant of the rules of an arbitration organization by contacting the organization or visiting its website.

or shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and or shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and sicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to m or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filing, administration, service in management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the faw or the rules of the chosen arbitration organization us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator if the arbitrator finds that any of your claims is a under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. hosen arbitration organization's rules conflict with this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

If we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed safed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover sicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This ion Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to nforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

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FEDERAL NOTICES

INT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW ACCOUNT If applicable to your credit transaction, to help the government unding of terrorism and money laundering activities, Federal law requires financial institutions to obtain, verify, and record information that each person who opens an account. What this means for you: When you open an account, you will be asked for your name, address, date of birth, information to identify you, You may also be asked to see your driver's license or other identifying documents.

STATE NOTICES

Residents: An applicant, if married, may apply for a separate account.

d Tennessee Residents: You must have physical damage insurance covering loss or damage to the vehicle for the term of the contract. For a i must also have the liability insurance as described in the lease. You may purchase required insurance through any insurance agent or broker and insurance company that is reasonably acceptable to us. You are not required to deal with any of our affiliates when choosing an agent, broker or our choice of a particular insurance agent, broker or insurer will not affect our credit decision, so long as the insurance provides adequate coverage surer who meets our reasonable requirements.

spehire Residents: If you are applying for a balloon payment contract, you are entitled, if you ask, to receive a written estimate of the monthly amount for refinancing the balloon payment in accord with the creditor's existing refinance programs. You would be entitled to receive the estimate u enter into a balloon payment contract. A balloon contract is an installment sales contract with a final scheduled payment that is at least twice the I one of the earlier scheduled equal periodic installment payments.

c Residents: In connection with your application for credit, a consumer report may be obtained from a consumer reporting agency (credit bureau).
s extended, the party or parties extending credit or holding such credit may order additional consumer reports in connection with any update, r extension of the credit. If you ask, you will be told whether a consumer report was requested and, if so, the name and address of any consumer agency (credit bureau) from which such credit report was obtained.

ildents: Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this

land Residents: Consumer reports may be requested in connection with this application. Buyer has the right of free choice in selecting an insurer insurance required in connection with this transaction subject to our reasonable approval in accordance with applicable law.

Residents: You authorize us and any financial institution with which this credit application is shared, and each of their respective employees or obtain and verify information about you (including one or more credit reports, information about your employment and banking and credit ips) that they may deem necessary or appropriate in evaluating your credit application. If your credit application is approved and credit is granted, suthorize the parties granting credit or holding your account, and their respective employees and agents, to obtain additional credit reports and mation about you in connection with reviewing the account, increasing the available credit on the account (if applicable), taking collection on the or for any other legitimate purpose.

Visconsin Residents: No provision of any marital property agreement, any unitateral statement under Wis. Stat § 766.59 or any court decree 66.70 applied to marital property adversely affects our interest unless you furnish a copy of the agreement, statement, or court decree or we have wiledge of such adverse provision before credit is granted. If you are making this credit application individually and not jointly with your spouse, Section A about yourself and Section B about your non-applicant spouse. Your non-applicant spouse should not sign the credit application if you ng for individual credit.

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3 solortrack, Inc., All rights reserved.

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Page 3 of © 2017 D Dr

Victory Mitsubishi

NYS Dealer Facility No.: 7123426 NYC Dealer Consumer Affairs No.: 2063808

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70 Boston Rd :ONX NY 10475 one: (718) 515-4600



ADA® Wholesale Value (Trade) Details

okout Date: 6/29/2020 4:01:22 PM

side: NADA June 2020, EASTERN Edition.

hicle Information		
17 BMW 5 SERIES SEDAN 4D 530XI AWD		
N: WBAJA7C38HG904646 Stock No: N/A	Condition: Clean	\$26,575
tional Equipment		
ptive Cruise Control d Spot Monitor ision Avoidance System ided Front Seats er Assist Plus Pkg, e Departure Warning senger Seat Memory		wipkg wipkg \$175 \$250 \$900 wipkg \$0
olesale Value with Options		\$27,900
sage Adjustment (24580 miles)		\$3,500
DA @ Wholesale Value	5	\$31,400
	Printed On:	6/29/2020

lodified By: N/A lodified: N/A

ight 2020 by NADA Services Corporation. All Rights Reserved, Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations ry based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction parties to the transaction. This pricing is intended for the use of the individual generating this pricing only and shall not be sold to another party NADA es Corporation and Dealertrack assume no responsibility for errors or omissions.

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AL (10/19)		COM	PLETE BO	TH SIDES					PAGE 1 OF

DITIONAL VEHICLE INFORMATION — QUESTIONS 1-3 MUST BE COMPLETED.
Has the vehicle been wrecked, destroyed, or damaged to such an extent that the total estimate, or actual cost, of parts and labor to rebuild or reconstruct the vehicle to the condition it was in before an accident, and to make the vehicle legal to operate on the road or highways, is more than 75% of the retail value of the vehicle at the time of loss?
No Yes - (If you marked Yes the vehicle must have an anti-theft examination before it is registered. The title that is issued will have the statement "Rebuilt Selvage" on it.)
Is this vehicle registered for your personal use? Yes No
If you marked "Yes", go to the next question (question 3) . If you marked "No", check any of these boxes that apply:
This vehicle is a passenger vehicle that will be used for hire with a driver and will be operated in the following location(s):
New York City (NYC) A jurisdiction that is not NYC that regulates taxis A jurisdiction that does not regulate taxis
This vehicle is used as a contracted carrier.
This vehicle is a passenger vehicle that is rented without a driver.
This vehicle requires a permit for commercial operation. (Mark the box of the type of permit that was issued and write the permit
number on the line.) NYS DOT Permit No Federal DOT Permit No
The government owns this vehicle.
This vehicle is used as (mark one) an ambulance an ambulette a hearse or invalid coach If payment is received to carry passengers, mark this box.
☐ This vehicle is used exclusively as a hearse. If payment is received to carry passengers, mark this box.☐
This vehicle is a commercial tow truck with a gross vehicle weight rating of at least 8,600 pounds.
This vehicle is used only as a farm vehicle. (form MV-260F, Part 1, must be attached)
This vehicle is used only as an agricultural truck or agricultural trailer.
☐ This vehicle is subject to the Department of Transportation inspection requirements for the carriers that transport passengers.
(For more information, refer to form MV-82.1P, "Inspection Requirements for Carriers Transporting Passengers".)
Has this vehicle been modified from the original manufacturer specifications? Yes No. If "Yes", describe the modifications:
Was this vehicle altered to increase the capacity beyond that provided by the manufacturer by method of extended chassis, lengthened wheel base, or a lengthened seating area? Yes No
If YES, do you have the required Federal Alterer's Safety Certification (normally found on the door jamb)?
* If your vehicle was altered or stretched to increase the passenger capacity, you must present to the DMV issuing office a photograph or copy
of all labels or plates (normally put on the driver's side door). If the vehicle was altered or stretched and now has an adult seating capacity of 11 or more adults (including the driver), you must show the original NYS DOT Inspection Receipt OR a NYS DOT Exemption Letter.
This vehicle is a pick-up truck with an unladen weight that is a maximum of 6,000 pounds. This vehicle is never used for commercial purposes and does not have advertising on any part of it. 1 want (mark one): Passenger Plates Commercial Plates
ERTIFICATION: I certify that the information I have given on this application and on any documentation provided in support of this plication is true and complete. I certify that the vehicle is fully equipped as required by the Vehicle and Traffic Law, and has passed the quired New York State inspection, or has qualified for a time extension (Form VS-1077) and will be inspected within 10 days. I also rifly that appropriate insurance coverage is in effect, and that the vehicle will be operated in accordance with the Vehicle and Traffic w. If I am applying for replacement registration items, I certify that the registration is not currently under suspension or revocation. If I we plates in a series reserved for a special group, I certify that I am still eligible to receive them, and that I have only one set of these ites. If I am using a credit card for payment of any fees in connection with this application, I understand that my signature below also thorizes use of my credit card.
ARNING: Intentionally making a false statement or providing false or misleading information in connection with this application is a criminal offense that may subject you to prosecution under the law.
nt Name Here ♦ FARAH JEAN FRANCOIS
(Print Name in Full - If neglisleding for a corporation, print your full name and 65e)
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(Print Name in Pull)
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Star Auto Vehicle Service Contract Application Page				Contract No. 700050896				VQ		
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rancois@gmail.com				More (3	347) 995-	5054				
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				Phone: (7	718) 515-	2277				_
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www.inds.com
Distribution: WHITE/Administrator; TELEPH/Dealer; PINE/Dealer; 2nd WHITE/Applicant



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70 Boston Rd ONX NY 10475 one: (718) 515-4600



ADA® Retail Value (Retail) Details

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uide: NADA June 2020, EASTERN Edition.

hicle Information			111111111111111111111111111111111111111
17 BMW 5 SERIES SEDAN 4D 530XI AWD			
N: WBAJA7C38HG904848 Stock No: N/A			\$30,125
tional Equipment	Second Party		
ptive Cruise Control d Spot Monitor ision Avoidance System ited Front Seats er Assist Plus Pkg. e Departure Werning senger Seat Memory	294		w/pkg w/pkg \$200 \$275 \$1,000 w/pkg \$0
tail Value with Options			\$31,600
eage Adjustment (24580 miles)			\$3,500
DA ⊗ Retail Value			\$35,100
		Printed On:	6/29/2020

lodified By: N/A

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ight 2020 by NADA Services Corporation. All Rights Reserved. Vehicle valuations are opinions and may vary from vehicle to vehicle. Actual valuations ry based upon market conditions, specifications, vehicle condition or other particular circumstances pertinent to this particular vehicle or the transaction parties to the transaction. This pricing is intended for the use of the individual generating this pricing only and shall not be sold to another party NADA. es Corporation and Dealertrack assume no responsibility for errors or omissions.

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CONFIDENTIAL

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7/1/2020

Contract Detalls - Print

Dealertrack 27

Capital Oné Auto Finance

CapitralOne

\$ Booked

Victory Mitsubishi 647415

Vehicle FARAH JEAN FRANCOIS N/U/D Applicant Name Applicant(s)

Year/Make/Model

Co-Applicant Name

USED

Sedan 4D 530xi AWD 2017/BMW/5-SERIES WBAJA7C38HG904646

(347) 995-5054 VIN# (212) 245-5877 Trim

Funding Documents \$29,462.81

Financing Information

Amount

Home Number Work Number

72 mos Stipulations \$290.00 \$1,420.84

Comments \$29,172,81

Click here to update directly in Dealer Navigator

Reference Link

Net To Dealer

Participation

Dealer

Dealer Fee

Term

Reference

App ID

188350734

Relationship Manager

Relationship Manager: Redacted

(888) 396-2623 Ext. 8323

(888) 722-5186

Fax

Funding Manager

(800) 945-9875 Ext. 8324

(888) 722-5186

Fax

CONFIDENTIAL

4/O2 Francis 20000

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https://ww2.dealertrack.com/dealjackets/310200012202549009/deals/310200012609349564/declsions/contract/113430280/details/?format=print

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LAW 553-NY-B-A-eps 10/18

RETAIL INSTALMENT CONTRACT

	SIMPLE FINANCE CHAR	SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)	PROVISION)	
	Dealer Number	Contract Number		
Buyer Name and Address (including County and Zip Code) FARAH JEAN FRANCOIS	Co-Buyer Name and Address (Including County and Zip Code)	and Address and Zip Code)	Seller-Creditor (Name and Address)	
	NA		VICTORY MITSUBISHI 4070 Boston Rd BRONX, NY 10475	*

You, the Buyer (and Co-Buyer, if any), may buy the vehicle below for cash or on credit. By signing this contract, you choose to buy the vehicle on credit under the agreements in this contract. You agree to pay the Seller - Creditor (sometimes "we" or "us" in this contract) the Amount Financed and Finance Charge in U.S. funds according to the payment schedule below. We will figure your finance charge on a daily basis. The Truth-In-Lending Disclosures below are part of this contract. You.

ew/Used/Demo	Year	Make and Model	Vehicle Identification Number	Primary Use For Which Purchased
		BMW		Personal, family, or household unless otherwise indicated below
USED	2017	5 SERIES	WBAJA7C38HG904646	agricultural N/A

FEDERAL TR	UTH-IN-LENDING	DISCLOSURES	2000	Agreement to Arbitrate: By signing below, you
FINANCE CHARGE The dollar amount the credit will cost you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled.	Total Sale Price The total cost of your purchase on your down payment of 9000.00 is	
13,863.19	\$ 29,462.81	\$ 43,326.00	\$ 52,326.00	Co-Buyer Signs X N/A
hedule Will Be:	30:	(8)	(e) means an estimate	

GAP Walver Notice & I this box is checked, and if the vehicle is a total loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this confract as of the date of loss if the vehicle were not a total loss and you were to

07/29/20

¥

N/N

¥

Or As Follows:

X

When Payments Are Due

Amount of Payments

Number of Payments

Your Payment Schedul

69 %

13.66

PERCENTAGE RATE

The cost of your credit as

a yearly rate

Monthly beginning

601.75

72

prepay the contract in full (less any refunds we get for cancelling optional insurance, maintenance, service or other conteacts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual cash value of the vehicle immediately before the loss.

... nraataSUBPOENA RESPONSES 280 days after it is due, you will pay a late charge Late Charge. If payment is not received in full within 10

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76 of the part of the payment that is rate, whichever is 5

Br15/22, 3:55 PM

Security Interest. You are giving a security interest in the vehicle being purchased Prepayment, If you pay early, you will not have to pay a penalty

Additional Information: See this contract for more information including information about nonpayment default, any required repsyment in full before the scheduled date and security interest

WARRANTES

The following paragraph does not affect any warranties covering the vehicle that the manufacturer may provide or limit any rights you may have under the Lemon Laws or, for used vehicles, under the certificate of servicibility that was included in your purchase contract. The following paragraph also does not apply if the vehicle is a used vehicle you bought in New York City.
Unless the Seller makes a written warranty or enters into a service contract within 90 days of the date of this contract, the Seller makes no warranties on the vehicle. Making no warranties warranties, and no implied warranties of merchantability or fitness for a particular purpose. The following notice only applies to used vehicles bought in New York City:

STATE LAW REQUIRES THAT SELLERS OF SECOND-HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE IMPORTANT NOTICE TO BUYER

3

THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE. YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CONDITION AT THE TIME OF SALE <u>6</u>0

CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.

THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: (212) 639-9675. ê

AUROSCO-Buyer Signs X N/A

Buyer Signs X

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Gross Trade-in Allowance Less Prior Credit or Lease Balance (a) Equals Net Trade In + Cash + Other NIA + Other NIA + Other NIA + Other Charges Including Amounts Paid to Others on Your Behalf (Seller may keep part of these amounts): A Cost of Optional Credit Insurance	47	total the named logical assessment of the logical by
(a) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$	MIA	itorii are named insurance companies will describe uxe terriss and conditions
(a) \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$ \$		and continues.
others on Your Behalf	N/A	Ontional Credit Incurance
S S S And see 41 below) S S S S S S S S S S S S S S S S S S S	NA	Coods the Dame Co. Buse
S and see 41 below) Others on Your Behalf	9,000.00	
Snier *0" and see 41 below) Others on Your Behalf	NA	☐ Credit Disability: ☐ Buyer ☐ Co-Buyer ☐ Both
nter "0" and see 4! below) Others on Your Behalf	N/A	Premium:
Others on Your Behalf	9,000.00 (2)	Credit Life \$ 100
rges including Amounts Paid to Others on Your Behalf y keep part of these amounts): Optional Credit Insurance	26,100.81 (3)	Credit Disability \$ NA
y keep part of these amounts): Optional Credit Insurance		Insurance Company Name
Optional Credit Insurance		N/A
		Home Office Address
Paid to Insurance Company or Companies		NIA
ANA &		Credit life insurance and credit disability insurance are
Disability \$ N/A \$	NA	buy credit life insurance and credit disability insurance will
Vendor's Single Interest Insurance Paid to Insurance Company	N.A	not be a factor in the credit approval process. They will not be provided unless that sine and among to pay the outer
Other Optional Insurance Paid to Insurance Company or Companies	N/A	cost. If you choose this insurance, the cost is shown in
		Itom 4A of the Itemization of Amount Financed. Cre
IO NY STATE for INSPECTION	37.00	This insurance may not bay all you owe on this contract
	NA	you make late payments. Credit disability insurance does
for Nich	NIA	not cover any increase in your payment or in the number of neumants. Coverage for great the insurance and great
Towns Mar Instituted in Costs Dries	C 22	disability insurance ends on the original due date for the
WHEN TAXES HOT INCIDENT LINE	MA	last payment unless a different term for the insurance is
Government License and/or Registration Fees	200000000	Shawn below.
LIC & REG FEES	250.00	
Government Certificate of Title Fees	N/A	
Government Waste Tire Management Fee	N/A	Other Optional Insurance
Other Charges (Seller must identify who is paid and describe purpose)		N/A N/A
to N/A for Prior Credit or Lease Balance (e) \$	NA	Type of Insurance
ID VICTORY MITSUBISHI for DOC FEE	75.00	Pramium S N/A
JTO)	3,000.00	Insurance Company Name
for N/A	NA	NA
	N/A	Home Office Address
	N/A	NA
	N/A	NIA
	NIA	Type of Insurance
	N/A	d'X
	-	
to N/A for N/A S	NA	Insurance Company Name
Total Other Charges and Amounts Paid to Others on Your Behalf	3,362.00 (4)	NA
Amount Financed (3 + 4) .	29,462,81 (5)	Home Office Address

15/22, 3.55 PM

35,100.81 (1)

- sales tax)

TEMIZATION OF AMOUNT FINANCED
1 Cash Price (including \$ 3,105.81,
2 Total Downpayment =

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decision to buy or not buy other optional insurance will not be a factor in the credit approval process. It will not be provided unless you sign and agree to pay the extra cost.

ANCE ON YOUR LIABILITY FOR BODILY INJURY OR PROPERTY DAMAGE CAUSED TO OTHERS. THIS INSURANCE DOES NOT INCLUDE INSUR-

Returned Check Charge: You agree to pay a charge of \$ 20 If any check you give us is dishonored.

insurance company through which the VSI Insurance is obtained. If you elect to purchase VSI insurance through the Creditor; the cost of this insurance is \$\infty \text{N/A}\text{ and is also shown in item 4B of the itemization of Amount Financed.}

Creditor, the cost of this insurance is \$ N/.
The coverage is for the initial term of the contract.

insurance is for the Creditor's sole protection. This insurance does not protect your interest in the vehicle. You may choose the

... and is also shown in Item 4B of the Itemization of Amount Financed.

Use NOOR'S SINGLE INTEREST INSURANCE (VSI insurance): If the preceding box is checked, the Creditor requires VSI insurance for the initial term of the contract to protect the Creditor for loss or damage to the vehicle (collision, fire, theit). VSI

. SELLER'S INITIALS NIA

K/Z

Year.

N/A

N/A Dete K/N want the insurance checked above X N/A Co-Buyer Signature X N/A Buyer Signature

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Buyer Signs X 2000 College Co-Buyer Signs X NIA

NO COOLING OFF PERIOD UNLESS YOU HAVE A CONTRACT CANCELLATION OPTION

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. It also does not apply if you buy a used vehicle from a Seller-Creditor located in New York City and you did not decline your option to cancel. The laws of New York City provide a two-day cancellation option if you buy a used vehicle. This cancellation option is subject to certain conditions. See the NYC Used Car Contract Cancellation Option agreement for details. ☐ If checked, your last installment payment under this contract is a balloon payment ("Balloon Payment"). You have the option to do one or more of the following, as checked, at the time the Balloon Payment is due:

a) \(\text{\tin}\text{\texi}\text{\text{\text{\text{\text{\tex{\text{\text{\text{\text{\texi}\text{\texit{\text{\text{\text{\ti}\tint{\text{\texit{\text{\texi}\text{\texit{\text{\text{\text{\

b)
 You may refinance the Balloon Payment. See paragraph 1.e. below for details.

c) Tow may sell the vehicle back to us. See paragraph 1.e. below for details. If you exercise this option, \$_N/A_per mile for each mile in excess of_

shown on the odometer will be deducted from the sale price. The sale price will also be adjusted for excess wear and use as provided in paragraph 1.e.

Trade-in Payoff Agreement: Seller relied on information from you and/or the Benholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in Item 2 of the If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand. If the actual payoff amount is less than the amount shown in 2 Seller will refund to you any overage Seller receives from your prior lienholder or lessor. Itemization of Amount Financed as the "Prior Credit or Lease Balance." You understand that the amount quoted is an estimate.

Co-Buyer Signature X N/A Buyer Signature X N/A

OTHER IMPORTANT AGREEMENTS

FINANCE CHARGE AND PAYMENTS

How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount

How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any Ď.

these changes before the final scheduled payment is How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this of Payments, and Total Sale Price will be more if you form of a larger or smaller final payment or, at our option, more or fewer payments of the same amount payment. We will send you a notice telling you about pay late and less if you pay early. Changes may take the contract on the assumption that you will make every as your scheduled payment with a smaller final payment on the day it is due. Your Finance Charge, 7 order we choose. ö

You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without unpaid part of the Finance Charge and all other penalty. If you do so, you must pay the earned and amounts due up to the date of your payment. ö

provide you with the disclosures required under the federal Truth in Lending Act in the agreement to refinance we make with you, Both you and we must sign months of the due date of the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later you choose to refinance the Balloon Payment at the time the Balloon Payment is due, we will Balloon Payment. Otherwise, the monthly payment than 30 days prior to the due date of the amount will be the amount needed to fully paid within 36 Payment, If

time, you must also give us a title, which shows no liens amount equal to the Balloon Payment. You must pay us You also must pay us the estimated costs of all repairs must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Bailoon Payment due date. After the inspection, if you decide to self the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that other than our lien, transferring ownership to us or a SUBPOTENT RESPONSES 28 For the inspection, if you decide not the agreement to refinance. Sell Back. You may sell the vehicle to us for an to the vehicle that are the result of excess mileage and any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. excess wear and use, as described on this page. You

SUBPOENA RESPONSES 285

to sell the vehicle to us, you must immediately contact

repairs include, but are not limited to:

Balloon Payment may differ from the amount shown depending on your payment habits. If checked above, you have the following options.

Pay in Full. You may pay the Balloon Payment in full Refinance. You may refinance the Balloon Payment

when due.

Balloon Payment Options. Your Balloon Payment is due and payable as disclosed above. Because the

is a simple finance charge contract, your

contract

Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread.

Repair all mechanical defects.

areas; and all damage which would be covered by collision or comprehensive insurance whether or rusted or mismatched body panels, paint or vehicle scratched, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn pitted, broken or missing trim and grill work; all identification items; all dented, scratched, rusted, Repair or replace all dented, scratched, chipped not such insurance is actually in force.

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You are also responsible for repairs of all damage to the us and tell us whether you want to pay or refinance the vehicle that is the result of excess wear and use. These You must pay us the excess mileage fee shown above. last installment payment.

advanced funds to cure any default, you must pay us

unless you are in default under the contract. If we have

back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing.

The annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same, as in this, contract if the refinanced amount will be

ADMIN Go-Buyer Signs XNIA Buyer Signs X

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estimated costs of repairs, you may have the repairs If you have not made the repairs before inspection of repairs, even if the repairs are not made prior to your disagree with the made at your expense prior to your sale of the vehicle the vehicle you will owe the estimated costs of such sale of the vehicle to us. If you

The following paragraph does not apply if the box in the GAP Waiver Notice on page 1 of this contract is YOUR OTHER PROMISES TO US
a. If the vehicle is damaged, destroyed, or missing. checked

You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. The terms and conditions of your liability if the vehicle is damaged, destroyed, or missing are described in a separate document you sign. The document is a part of this contract.

written permission. You agree not to expose the vehicle to Using the vehicle. You agree not to remove the vehicle any interest in the vehicle or this contract without our misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount from the U.S. or Canada, or to sell, rent, lease, or transfer when we ask for it. ò

Security Interest.

d

You give us a security interest in:

he vehicle and all parts or goods put on it;

for the All money or goods received (proceeds) vehicle;

or other service, contracts we finance for you; and insurance, maintenance,

All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security without our written This secures payment of all you owe on this contract. interest to be placed on the title permission.

insurance you must have on the vehicle.

ö

buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to contract. The insurance must cover our interest in the You agree to have physical damage insurance covering oss of or damage to the vehicle for the term of this

If you pay late, we may also take the steps described You may have to pay all you owe at once. If you break our promises (default), we may demand that you pay all you owe on this contract at once subject to any right you

þ.

You do not pay any payment on time; means:

have to reinstate the contract for less (see below). Default

You give false, incomplete, or misleading informa-

or one tion on a credit application; You start a proceeding in bankruptcy started against you or your property; or

You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the charges, and any amounts due because you Prepaid Finance Charge and the Finance Charge, defaulted. late

You may have to pay collection costs, if we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The maximum attorney's fee you will ö

may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an pay will be 15% of the amount you owe. We may take the vehicle from you. If you default, we electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the ö

and any expenses we incurred related to retaking the Otherwise, we will tell you how much to pay to get the repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle personal, family, or household use. Second, your only vehicle back. Your right to get the vehicle back ends when How you can get the vehicle back if we take it. If we back by paying all past due payments, any late charges, First, you must have bought the vehicle primarily for default is a failure to pay an instalment payment on time. vehicle, holding it, and preparing it for sale (reinstate) aw allows. we sell it. .

We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney subpoend Responses 286. We will apply the money from the sale, less allowed

type and the charge you must pay. The charge will be the insurance and a finance charge vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which computed at the Annual Percentage Rate shown on page premium for the 1 of this contract.

tees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to

permits are also allowed

you unless the law requires us to pay it to someone else. money from the sale is not enough to pay the amount this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you

you owe, you must pay the rest to us. If you do not pay

tenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and

What we may do about optional Insurance, main-

ò

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or

service, or other contract charges. If we get a refund of insurance, maintenance, service, or other contract What happens to returned insurance, maintenance charges, we may subtract the refund from what you owe repair the vehicle.

IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

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You may owe late charges. You will pay a late charge on each late payment as shown on page 1 of this contract. Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making/gite payments.

KAR GOCE-Buyer Signs X N/A

Buyer Signs X

LAW 553-NY-B-A-eps 10/18 v1 Page 4 of 6 cancel them to obtain refunds of unearned charges to reduce what you owe.

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SERVICING AND COLLECTION CONTACTS

law allows. You also agree that we may try to contact you in messages, and automatic telephone dialing systems, as the you provide us, even if the telephone number is a cell phone these and other ways at any address or telephone number e-mail, or using prerecorded/artificial voice messages, text You agree that we may try to contact you in writing, number or the contact results in a charge to you. Used Car Buyers Guide. The information you see on the window form for this vehicle is part of this contract. Information on the window form overrides any contrary provisions in the contract of sale. i,

vehículos usados. La información que ve en el formulario de la ventanilia para este vehículo forma sin efecto toda disposición en contrario contenida en el contrato de presente contrato. La información del Guía para compradores la ventanilla dela Spanish Translation: ormulario parte del

APPLICABLE LAW

6

shown on page 1 of this contract apply to this contract. Federal law and the law of the state of

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR could assert against the seller of goods or services obtained pursuant hereto or with the proceeds HEREOF. RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL. ARBITRATIONS. - 0

DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding arbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitration an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (www.adr.org), or any other organization to conduct the arbitration subject to our approval You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than walvers of class action rights is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable. Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive law and the applicable statute of limitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be held in the federal district where this contract was executed. We will pay your filling, administration, service or case management fee and your arbitrator or hearing fee all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be reimbursed in whole or in part by decision of the arbitrator finds that any of your claims is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall control. Any arbitration under this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act. You and we retain the right to seek remedies in smell claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed



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Filed 03/15/23

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JAITNEGIENOS

Page 57 of 96

HOW THIS CONTRACT CAN BE CHANGED. This contract contains the entire agreement betypen you and us relating to this contract. Any change to this contract must be in writing and we must sign it. No oral changes are binding. Buyer Signs X ACLEBY Signs X ACLEBY. and we must sign it. No oral changes are binding. Buyer Signs X 401469 Condition and of our rights under this contract is not valid, all other parts stay valid. We may delay or refrain from enforcing any of our rights under this contract without losing them. For example, we may extend the time for making some payments without extending the time for making others

NOTICE TO BUYER: 1. Do not sign this agreement before you read it or if it contains any blank space. 2. You are entitled to a completely filled in copy of the agreement. 3. Under the law, you have a right to pay off in advance the full amount due. If you do so, you may, depending on the nature of the credit service charge, either (a) prepay without penalty, or (b) under certain circumstances obtain a rebate of the credit service charge. 4. According to law, you have the privilege of purchasing the insurance on the motor vehicle provided for in this contract from an agent or broker of your own selection. See the rest of this contract for other important agreements.

You agree to the terms of this contract. You confirm that before you signed this contract, we gave it to you, and you were free to take it and review it. You acknowledge that you have read all pages of this contract, including the arbitration provision on page 5, before signing below. You confirm that you received a completely filled-in copy when you signed it.

Co-Buyers and Other Owners 丛 A co-buyer is a person who is responsible for paying the entire debt. An other owner is a person whose name is on the title to the vehicle but does not N/N Date Date _ (4) 9 Co-Buyer Signs XNIA have to pay the debt. The other cwner agrees to the security interest in the vehicle given to us in this contract - AMORDIE CONTRACT RETAIL INSTALMENT Buyer Signs X-124-04

the terms of Seller's agreement(s) with Assigned with AN 是 K Assigned without recourse 20 BYX Date (459) Seller assigns its interest in this contract to CAPITAL ONE AUTO FINANCE à ¥ Seller signs VICTORY MITSUBISHI Seller VICTORY MITSUBISH Assigned with recourse Other owner signs here X

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SUBPOENA RESPONSES 291

LAMY: FORM NO. 553-NY-B-A-aps (PEC 1018)
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MSG# 1882178334-886-1 Page 881 Of

882

Dec 14 2020 09:21:50 CST 18667220410



FAX COVER SHEET

To: From: COAF Notary Imaging

Date: 12/14/20 9:21:23 AM

Company:

Fax Number: 8774308901 Pages (Including cover): 2

Re: 0188350734 FARAH JEAN FRANCOIS

Notes:

href="mailto:ed.welsh@capitalone.com">ed.welsh@capitalone.com/a>agt href="mailto:coafnotaryimaging@capitalone.com">coafnotaryimaging@cap Notarized Affidavit of Fictitious Account 6206274466242
bryIo: COAF class="gmail_attr">------ Forwarded message -----------br>From: <strong class="gmail_sendername" dir="auto">Edward Welsh
<<a</pre> ;
br>Date: Fri, Dec 11, 2020 at 9:21 AM
Subject: COAF <div dir="ltr">

<div class="gmail_quote"><div dir="ltr"</pre> italone.comsgt;
div>
div>
div><div dir="ltr">
div> Notary Imaging (Shared) < <a </div></div> COAF_Franceis_00000158

COAF, Franceis, 000001

SUBPOENA RESPONSES 293

***The information contained in the facsimile message is confidential information intended only for use to the individual or entity named above. If the reader of this message is not the intended recipient, you are hereby notified that any dissemination, distribution or copying of this communication is strictly prohibited. If you have received this communication in error, please immediately notify me by telephone and return the original message to me at the above address via the U.S. Postal Service.

Date Sent: 12/14/20 9:21:23 AM Number of Pages including Coversheet: 2

MSG# 1882178334-886-1

Page 882 OF 882

ATAT IN INVINITAL AFFIDAVIT OF FICTITIOUS ACCOUNT

Auto Finance

Capital One

Faral Tean Frankhint, whose home address is 2914 Farangal Read in the city of state of NEW UPUK county of Kning

, driver's license number and state of issue REDACTED Security Number, REDACTED

ter being

duly swarn, DEPOSES AND SAYS:

VIN≉ WBAJA7C38HG904646 that was entered into with Capital One Auto Finance on 06/29/2020 was not signed/endorsed Installment Contract are forgeries and were not made by me or authorized by me. I have not received any benefit or value as a result of said Retail Installment Contract. I further testify, declare, and depose that at no time did I have possession of by me nor was it done with my knowledge and/or consent. I further state that the signatures appearing on said Retail I state that the Retail Installment Contract # XXXXXXXXX6242 for the purchase of a 17 BMW 5-SERIES (the "Collateral") the Collateral listed on said Retail Installment Contract, nor did I have any knowledge of the location of said Collateral. will testify, declare, depose, or certify to the truth of any or all of the foregoing before any competent tribunal, office, or person in any legal proceeding, civil or criminal, which is now pending or which may hereafter be instituted in connection with the matter contained in the Affidavit.

3. FURTHER, I UNDERSTAND THAT MAKING A FALSE SWORN STATEMENT IS SUBJECT TO FEDERAL AND/OR STATE STATUTES AND MAY BE PUNISHABLE BY FINES AND/OR IMPRISONMENT ACCORDING TO THE LAWS OF MY STATE. Signed this State day or B4-0 Ignature of Affiant

ARBHYCAN FRANCOIS

Printed Name

State of Land

who is personally Sworm to and subscribed before, me, the undersigned Notary Public, for the state of NCE or 10 RK.
2-3 day of Segretaries in 2022 by TOLKA SEAR HAVANCOIS who is known to me or satisfactorily proved to me to be the person whose name is subscribed to the within instrument.

SUBPOENA RESPONSES 294 September GIVEN under my hand and seal this 23 day of

COAF_Francois_00000160

Dec 14 2828 89:22:84 CST 18667228418

NTIAL COAF_Francois_0000161

Case 1:22-cv-04447-JSR Document 53-30 Filed 03/15/23 Page 62 of 96

Notary Publiched CA

DAVID LORDE
NOTARY PUBLIC, STATE OF NEW YORK
Registration No. 01 L08290830
Qualified in Kings County
Commission Expires Oct. 15,4847 7 25

Fraud Questionnaire_10007

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

SUBPOENA RESPONSES 295

SEAL

September 19, 2020



AFFIDAVIT OF FICTITIOUS ACCOUNT

Fo al Mar	an Franchish, whose home address is 2914 Farraget Road in the city of
Brookly	country of Kings state of NEW yorks social
Security Number, RED	ACTED , driver's license number and state of issue REDACTED fter being
duly sworn, DEPOSES AN	D SAYS:
VIN# WBAJA7C38HG904 by me nor was it done Installment Contract are as a result of said Retail I	Installment Contract # XXXXXXXXX6242 for the purchase of a 17 BMW 5-SERIES (the "Collateral"), 646 that was entered into with Capital One Auto Finance on 06/29/2020 was not signed/endorsed with my knowledge and/or consent. I further state that the signatures appearing on said Retail forgeries and were not made by me or authorized by me. I have not received any benefit or value installment Contract. I further testify, declare, and depose that at no time did I have possession of id Retail Installment Contract, nor did I have any knowledge of the location of said Collateral.
or person in any legal	depose, or certify to the truth of any or all of the foregoing before any competent tribunal, office, proceeding, civil or criminal, which is now pending or which may hereafter be instituted in ter contained in the Affidavit.
	TAND THAT MAKING A FALSE SWORN STATEMENT IS SUBJECT TO FEDERAL AND/OR STATE PUNISHABLE BY FINES AND/OR IMPRISONMENT ACCORDING TO THE LAWS OF MY STATE.
	Signed this Edg day of D9-03 2000.
	FARATTEAN FRANCOIS Printed Name V
State of Brush & B. County of KING	<u>₹</u>
2-3 day of	d before, me, the undersigned Notary Public, for the state of NEW YORK, on the Declary 2022 by FARA JEAN RIVERS who is personally orily proved to me to be the person whose name is subscribed to the within instrument.
GIVEN under my	hand and seal this 23 day of _ September 2020
SEAL	DAVID LORDE NOTARY PUBLIC, STATE OF NEW YORK Registration No. 01L06290830 Qualified in Kings County Commission Expires Oct. 15,4947 2 oct

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.

September 19, 2020



FRAUD QUESTIONNAIRE
Name: Farah Tlan Francois
Address: 2914 Flarragut Road, APT 3 Brooklyn Ny 11210
Home Phone: 917-291-5897 Email Address: Flant ancharlarahogo
Previous Address: 14 5 West 11/ Street Aft 8 NEW YOR, No. 10021
Signature SAMPLE 1: Faral Frank Francois
Signature SAMPLE 2: Faral glant rangers.
Signature SAMPLE 3: Farah Grant ranges
Social Security Number: REDACTED
State of Issue: 19 Has your Drivers License been stolen? If Yes I No If Yes, Date: I don't runb
TELL US ABOUT YOUR SITUATION:
1. Types of Identity Theft you have experienced (check all that apply): Loans
What Happened: What was your first indication that you might be a victim of identity theft? (check all that apply):
☐ /Contacted by Loan Company ☐ Contacted by Debt Collector ☐ Noticed Credit Report Inaccuracies ☐ Mail Service Disrupted ☐ Credit Card/New Checks Not Received ☐ Denied Credit, Employment, Other ☐ Check(s) Bounced ☐ Phone Service Disrupted ☐ Not Permitted to Open Bank Account ☐ Noticed Funds Missing from Bank Account ☐ Noticed Unauthorized Charges on Account Statement ☐ Contacted by Police or Other Law Enforcement ☐ Civil Suit Filed or Court Judgment Entered Against You ☐ Don't know ☐ Other
When did that first indication happen? (MM/DD/YYYY) 09-16-20
When did the identity theft first occur (i.e. when was the first account opened)? (MM/DD/YYY) I don't Know
What was the total dollar value of the identity theft? \$ \frac{1}{200000000000000000000000000000000000
How much money, if any, have you had to pay as a result of identity theft? \$ 2 9.462.
Dealership Information (NOTE: No. 3 must be completed if you are alleging Dealership Misrepresentation) Dealership Name:
Dealership Address:
Name and telephone numbers of every individual with whom you were in contact at the dealership:
Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding,

September 19, 2020



			-	
			dentity thief, includi	ng his or her name, and any addresses o
		- LAFO.	REST	Phone:
Address:				
Other addresses o	r phone numbers us	ed by the identity thie	f:	
Any other informa	ation you have about	the person who com	mitted the identity ti	neft:
5. Contacts: Which of the follo Equifax Trans Union	wing credit bureaus (800) 525-6285 (800) 680-7289	have you called to rep Experian Innovis	oort the fraud? (888) 397-3742 (800) 540-2505	
Which credit repo □ Equifax	rt haye you placed a	"Fraud Alert" on? (Che	eck all that apply)	□ None
From which credit		rdered your credit rep		pply) None
Have you contacto	ed the affected bank None	s and/or creditors?		
Have you contacto D Yes D No Cas	ed the police?			_
		ments and informatio erson(s) who committ		nt for the purpose of assisting them in th
6. Comments: Tell us anything e	se you think it would	i be helpful for us to i	now:	

Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding, Inc.



QUESTIONS

Many inquiries can be resolved by calling 311. (Outside NYC, call 212-NEW-YORK (212-639-9675) or 212-504-4115 for the Hearing Impaired TTY, available 24 hours a day, 7 days a week). If your inquiry can NOT be resolved by calling, then please follow the instructions below.

TO DISPUTE THE VIOLATION

Check the appropriate box and RETURN THIS PAGE WITH COPIES OF ANY REQUIRED DOCUMENTS in the enclosed envelope to: NYC Department of Finance, Parking Violations, Hearing by Mail Unit, P.O. Box 29021 Cadman Plaza Station, Brooklyn, NY 11202-9021. Please make sure that the City's name and address can be seen through the envelope window. (If our return envelope is not large enough to hold all of your documents, then please use your own envelope).

If your claim does not fall into one of the categories listed, refer to HEARING PROCEDURES on REVERSE side of this page.

COMMON DEFENSES

PREVIOUSLY PAID OR MISAPPLIED PAYMENT DEFENSE:
First check nyc.gov/finance or call 311 to determine the current amount due for the violations listed on this notice. Depending on the status, do one of the following:
1. If the full amount of the violation is still due, meaning the fine amount plus any existing penalty(ies), then check your records to see if your previous payment was for the same violation number(s) listed on this notice. (The violation number(s) are listed on the back of your cancelled check, money order, cashier receipt and on the confirmation receipt when paying online). If payment was for the same violation, was for the full fine amount and was received by Finance in the required time (within 30 days from the parking violation date or the date of the red light or bus lane notice), then send a photocopy of the front and back of your cancelled check or money order (NOT the money order receipt), or a copy of the cashier's receipt. Please do NOT send your original cancelled check. NOTE: If you paid by credit or debit card online, then please send us a copy of your confirmation receipt or your credit or debit card statement showing this transaction. If you paid by credit or debit card in person, then send us a copy of the cashier's receipt.
 If only penalties are due, it means that your payment was received late. The penalty amount IS DUE AND MUST BE PAID. Payment must reach us by the due date listed on page 1. Continued failure to remit this amount in a timely manner may cause the entry of a default judgment.
NOT MY CAR DEFENSE:
First call 311 to determine if we made a clerical error (your vehicle does not match the description of the vehicle on the violation). If an error was made, you must send A COPY OF YOUR VEHICLE REGISTRATION and a letter of explanation. If no error was made, then full payment is still due within the required time. See page 2 for payment instructions.
VEHICLE WAS STOLEN/OR PLATE(S) WAS STOLEN OR LOST/OR VEHICLE WAS SOLD DEFENSE: (This defense must be done by mall or in person, DO NOT CALL).
Enclose a copy of either 1) the Police Stolen Vehicle Report or the Police Stolen/Lost Plate(s) Report obtainable at the police precinct where the theft/loss was reported, or 2) provide proof of sale including name and address of the new owner and (if applicable), proof of insurance cancellation or transfer for that vehicle or proof of plate surrender. (Voluntary Surrender of Plate(s) Report can be obtained from your local DMV). NOTE: If you are submitting either of the police reports or proof of sale to support your claim, then ONLY the violations listed on the notice issued on or after the date you made the official report or sold your vehicle may be dismissed. If a violation was issued PRIOR to the report date and you are disclaiming responsibility, then we require a fully detailed statement plus the subsequent police report(s), as well as proof of insurance cancellation when applicable.
FOR PARKING VIOLATIONS ONLY:
BROKEN METER DEFENSE: (For Violation Code 34 Only-Expired Meter). OR FAST METER DEFENSE: (For Violation Code 34 Only-Expired Meter).
First call 311 to determine if we received your previously submitted claim. If we did not receive it, then check the applicable box

SUBPOENA RESPONSES 299

and return this page.

Page 2 o

Privacy Act Statement Collection and Use of Personal Information

Sections 205(a) and 1106 of the Social Security Act, as amended, allow us to collect this information. Furnishing us this information is voluntary. However, falling to provide all or part of the information may prevent us from releasing information to a designated company or company's agent.

We will use the information to verify your name and Social Security number (SSN). In addition, we may share this information in accordance with the Privacy Act and other Federal laws. For example, where authorized, we may use and disclose this information in computer matching programs, in which our records are compared with other records to establish or verify a person's eligibility for Federal benefit programs and for repayment of incorrect or delinquent debts under these programs.

A list of routine uses is available in our Privacy Act System of Records Notice (SORN) 60-0058, entitled Master Files of SSN Holders and SSN Applications. Additional information and a full listing of all our SORN are available on our website at www.socialsecurity.gov/fola/bluebook.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the <u>Paperwork Reduction Act of 1995</u>. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 3 minutes to complete the form. You may send comments on our time estimate above to: SSA, 8401 Security Blvd., Baltimore, MD 21235-6401. Send to this address <u>only</u> comments relating to our time estimate, not the completed form.

----TEAR OFF-

NOTICE TO NUMBER HOLDER

The Company and/or its Agent have entered into an agreement with SSA that, among other things, includes restrictions on the further use and disclosure of SSA's verification of your SSN. To view a copy of the entire model agreement, visit http://www.ssa.gov/cbsv/docs/SampleUserAgreement.pdf.

Form SSA-89 (02-2018)

Discontinue Previous Editions Social Security Administration			Page 1 of
Authorizatio		Social Security Adr	가이 및 유민이라이어(A.) 'R.) 보고 (2) (1) (2) (2) (2) (2) (2) (2) (2) (2) (2) (2
To Release	e Social S	ecurity Number (S	and the same of th
Printed Name:	932	Date of Birth:	Social Security Number:
TARAH GRAN FRAN	COIS	REDACTED	REDACTED
I want this information released	because I ar	m conducting the follow	ring business transaction:
To secure or maintain auto financing	3.		
			2
	VI 100		
Reason (s) for using CBSV: (Ple			
☐ Mortgage Service		nking Service	
	☐ Background Check ☐ License Requirement		
⊕ Credit Check	☑ Oth	her	
with the following company ("the	Company"):	:	
Company Name: Capital One A	uto Finance		
Company Address: 7933 Prestor	Road, Plano, 1	TX 75024	
l authorize the Social Security A Company's Agent, if applicable,			SSN to the Company and/or the
The name and address of the C Equifax, 11432 Lackland Road, St. Lo			
minor, or the legal guardian of a perjury that the information contr	legally incon ained herein e to obtain in	npetent adult. I declare is true and correct. I ac nformation from Social	아니트 마시 아이들은 아무지 않는데 모양이다 가는 얼마를 다 하는데 아니라 하는데
ndividual named above. If yo	u wish to ch	nange this timeframe,	NGT (1) (1) (1) (1) (1) (1) (1) (1) (1) (1)
This consent is valid for 10	days from	uie date signed.	(Flease Initial.)
			(Please initial.) d: 09-21-2020
Relationship (if not the individual	al to whom th	e SSN was issued):	
Contact information of individ	- ()-		27
Address: 9911/ Fn	D. 7 1	Rm d 1112	

SUBPOENA RESPONSES 301

City/State/ZIP:

Phone Number:



Contact info

8900 FREEPORT PKWY IRVING, TX 75063 (800) 274-6622

Is everything correct?

If you don't recognize this information you can contact the lender directly or dispute a hard inquiry by phone or email

US BANK DS NORTHEAST

All Banks - non specific

Inquiry date: Jun 29, 2020 Removal date: Jun 29, 2022



Contact info

205 W 4TH ST STE 700 CINCINNATI, OH 45202 (303) 626-9369

Is everything correct?

If you don't recognize this information you can contact the lender directly or dispute a hard inquiry by phone or email

CAPITAL ONE AUTO FIN

Auto Financing Companies

Inquiry date: May 30, 2020

Removal dats: Jary 11, 2022 SPONSES 302



Contact info

205 W 4TH ST STE 700 CINCINNATI, OH 45202 (303) 626-9369

Is everything correct?

If you don't recognize this information you can contact the lender directly or dispute a hard inquiry by phone or email

AMPS/VICTORY MITSUBISH

Automobile Dealers, Used

Inquiry date: May 30, 2020 Removal date: May 30, 2022



Contact info

4070 BOSTON RD BRONX, NY 10475 (718) 515-4660

Is everything correct?

If you don't recognize this information you can contact the lender directly or dispute a hard inquiry by phone or email

TD BANK N.A.

All Banks - non specific

Inquiry date: Jan 27, 2020

Removal date: Jan 27, 2022



Sep 14, 2020

You have 9 inquiries



These lenders have accessed your credit file:

CAPITAL ONE AUTO FIN

Auto Financing Companies

Inquiry date: Jun 29, 2020

Removal date: Jun 29, 2022



Contact info

PO BOX 259407 PLANO, TX 75025 (800) 946-0332

Is everything correct?

If you don't recognize this information you can contact the lender directly or dispute a hard inquiry by phone or email

NISSAN MOTOR ACCEPTANC
Auto Financing Companies
Inquiry date: Jun 29, 2020



Paid Off: 0%

Balance on Aug 31, 2020

\$29,561

Loan Amount

\$29,462

\$

Payment Info

Status

Current

Status date

Aug 2020

Past due amount

Original loan amount

\$29,462

Monthly payment

\$601

Late payments

J F M A M J J A S O N D

2020

On Time

Data Unavailable

a usa.experian.com



These lenders have accessed your credit file:

CAPITAL ONE AUTO FIN

Auto Financing Companies

Inquiry date: Jun 29, 2020 Removal date: Jun 29, 2022

NISSAN MOTOR ACCEPTANC

Auto Financing Companies

Inquiry date: Jun 29, 2020

Removal date: Jun 29, 2022



Contact info

8900 FREEPORT PKWY IRVING, TX 75063 (800) 274-6622

Is everything correct?

If you don't recognize this information you can contact the lender directly or dispute a hard inquiry by phone or email

US BANK DS NORTHEAST

All Banks - non specific

Inquiry date: Jun 29, 2020 Removal date: Jun 29, 2022

SUBPOENA RESPONSES 306

a usa.experian.com

US BANK DS NORTHEAST

All Banks - non specific

Inquiry date: Jun 29, 2020 Removal date: Jun 29, 2022

CAPITAL ONE AUTO FIN

Auto Financing Companies

Inquiry date: May 30, 2020 Removal date: May 30, 2022

ALLY FINANCIAL

Auto Financing Companies

Inquiry date: May 30, 2020

Removal date: May 30, 2022



Contact info

3010 W AGUA FRIA FWY STE PHOENIX, AZ 85027 (866) 462-2770

Is everything correct?

If you don't recognize this information you can contact the lender directly or dispute a hard inquiry by phone or email

US BANK DS NORTHEAST

All Banks - non specific

Inquiry date: May 30, 2020



Additional info

Responsibility Individual

Terms

72 Months

Company sold

-

Original creditor

-

Comments

-

Your statements

-



Contact

PO BOX 259407 PLANO, TX 75025 (800) 946-0332

Is everything correct?

If inaccurate information appears on your report, you can contact the lender directly to have it corrected, or let us know online or by mail.

à usa.experian.com

2 closed accounts





1 auto account

Total balance: \$29,561

CAPITAL ONE AUTO FINAN

\$29,561

Balance updated Aug 31, 2020

payment history



Account Info

Tap labels for more details

Account number

620627XXXXXXXXXXXXX

Account status

Ореп

Date opened

Jun 29, 2020

Account type

Auto Loan

Paid Off: 0%

Balance on Aug 31, 2020

Loan Amount

\$29,561

SUBPOENA RESPONSES 309

\$29,462

US BANK DS NORTHEAST

All Banks - non specific

Inquiry date: Jun 29, 2020 Removal date: Jun 29, 2022

CAPITAL ONE AUTO FIN

Auto Financing Companies

Inquiry date: May 30, 2020 Removal date: May 30, 2022



Contact info

PO BOX 259407 PLANO, TX 75025 (800) 946-0332

Is everything correct?

If you don't recognize this information you can contact the lender directly or dispute a hard inquiry by phone or email

ALLY FINANCIAL

Auto Financing Companies

Inquiry date: May 30, 2020 Removal date: May 30, 2022



Contact info

3010 W AGUA FRIA FWY STE SUBPOENA RESPONSES 310 PHOENIX, AZ 85027



Victory Mitsubishi 4070 Boston Road

Tel: 718.515.4600 Fax: 718.515.6905

Bronx, New York 10475 NYC Dealer Consumer Affairs No.: 2063808

Prive your Ambition								DATE: 3	-	-		-		
BUYER FARAH JEAN FRANCOIS					BUSTEL N/A					RES. TEL. (347)995-5054				
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ADDITIONAL TERMS AND CONDITIONS

- As used in this Order the terms (a) "Dealer" shall mean Victory Mitsubishs, et, all (b) "Purchaser" shall mean the porty executing this Order as such on the face hereof and (c) "Manufacturer" shall mean the corporation or other business entity that manufactured the vehicle or chassis, it being understood by Purchaser and Dealer that Dealer is in no respect the agent of Manufacturer that Dealer and Purchaser are the sole parties to this Order and that reference to Manufacturer herein is for the purpose of explaining generally certain contractual relationships existing between Dealer and Manufacturer with respect to new motor vehicles.
- 2. If this Order is cancelled and a used vehicle has been traded in as a part of the consideration for such motor vehicle, such used vehicle shall be returned to Purchaser upon payment of a reasonable change for storage and repeils (if any) or, if such used vehicle has been previously sold by Dealer, Dealer will refund the wholesate value of the vehicle as set forth in the coment. Galves listing or any other accepted guide used within the industry, less any experises incurred by Dealer, Banking annually through this dealership may involve rate different from those available directly from benks. Various Incidental items such as Extended Service Agreements may be sold by this Dealership to the Purchaser in conjunction with the sale of this vehicle. The amount charged to the Purchaser by this Dealership may be greater than this Dealership has been been been such third parties.
 Financing, and various other items from third parties which are incidental to the acquisition of a vehicle, in which case this Dealership may receive, payment from such third parties.
- 8. If the used motor vehicle which has been traded in as a part of the consideration for the vehicle ordered hereunder is not to be delivered to Dealer until delivery to Purchaser of such whide, the used motor vehicle shall be reappraised at that time and such reappraised value shall determine the allowance made for such used motor vehicle. If such reappraised value is lower than the original allowance therefor shown on the front of this Order, Purchaser may if dissensified therewith, cancel its order, provided, however, that such right to cancel it exercised prior to the delivery of the motor vehicle ordered hereunder to the Purchaser and surrender of the used motor vehicle to Dealer.
- 4. Purchaser agrees to deliver to Dealer agtinfactory evidence of title to any used vehicle tracked in as a part of the consideration for metor vehicle ordered hereunder at the time of delivery of such used vehicle to Dealer. Purchaser warmers any such used vehicle to be his property free and clear of all liens and encumbrances except as otherwise noted on the freet of this Order.
- 5. Unless the Order shall have been canceled by Purchaser under and in accordance with the provisions of paragraph 3 or 13, Dealer shall have the right, upon failure or refusal of Purchaser to accept delivery of the vehicle ordered hereunder and to comply with the terms of this Order to retain as liquidated damages any cash dappain much by Parchaser, or such portion thereof as is stated on the front of this contract, and, in the event a used vehicle has been traded in as a part of the consideration for the vehicle ordered hereunder, to self-such upod vehicle and relimbers himself out of the proceeds of such sale for the expenses specified in paragraph 2 above and for such other expenses and lesses as Dealer may incur or patter as a result of such failure or refusal by Purchaser. Purchaser acknowledges that the retention of the deposit may not satisfy the buyer's obligation with respect to cancellation feet.
- 6. The delivery data stated on the front of this Order is an estimate only, and Dealer shall not be liable for failure to deliver or delay in delivering the vehicle covered by this Order whose such failure or delive is due, in whole or in part, to any cause beyond the control or without the fault or negligence of Dealer.
- 7. The cash price for the vehicle specified on the face of this Order includes reimburgement for Federal Delse taxes, but does not include sales taxes, use taxes or occupational taxes based on sales values (Federal, State or Local). Purchaser assumes and agrees to pay, unless prohibited by law, any such sales, use or occupational taxes improved on or applicable to the transaction covered by this Order, regardless of which purry may have primary tax liability therefor.
- E. DEALER MAKES NO WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, WITH RESPECT TO THE VEHICLE DESCRIBED ON THE FACE HERBOF EXCEPT AS A SPECIFICALLY PROVADED IN WRITING ON THIS CONTRACT OR IN A SEPARAGE WRITING PURPOSE BY DEALER, OR UNDER THE LAWS OF THE STATE OF NEW YORK. THE APPLICABILITY OF AN EXISTING MANUFACTURER'S WARRANTY TO THE VEHICLE COVERED BY THIS ORDER, IF ANY, SHALL BE DETERMINED BY PURCHASER SOLELY FROM THE TERMS OF SUCH WARRANTY AND DEALER MAKES NO REPRESENTATIONS WITH RESPECT THERETO.
- The purchaser, before or at the time of delivery of the welkde covered by this Order will execute such other forms of agreement or document as may be required by the terms and conditions of payment indicated on the front of this Order.
- 10. This agreement shall be interpreted under and governed by the laws of the State of New York and in the event of litigation same shall be instituted only in a court of competent justodistion in the State and County of New York, at the place where Dealer has its main office and the defendant shall welve lack of purisdiction of such court as a delense. If any provision thereof or the application of any provisions to any person or circumstances is held invalid or encoding and the application of such remaining provisions to other persons or circumstances shall remain waild and enforceable.
- 11. The parties to this agreement together with their heirs, distributees, successors or assigns waive all right to a trial by jury in any proceeding, action or counterclaim their to pertaining to any matter whatsoever arising out of or in any way connected with this Agreement or any other Agreement related thereto, except that Purchaser does not waive any right to a trial by jury in any proceeding or action arising out of or in connection with any retail installment contract.
- 12. Purchaser acknowledges and consents that Dealer may not currently have lawful title to the vehicle, and that it may require an much as three months or more for Dealer to obtain title within 90 business days, Purchaser shall be empted to receive, at Dealer's option, a refund of all montes paid by Purchaser or an equivalent replacement vehicle, loss a reasonable deduction for mileage and damage to vehicle.
- 13. IF PRIANCING FOR THIS VEHICLE IS TO BE ARRANGED BY DEALER, THIS ORDER MAY BE CANCELLED AND ANY DEFOSIT REPUNDED UPON WRITTEN REQUEST OF PURCHASER IF SUCH FEMANCING CANNOT BE ARRANGED WITHIN TEN SUSINESS DAYS.

Terms of Womanty as required by New York State Law

- "I", "me" and "my" refer to the Buyer, "You" and "your" refer to the Seller. You warrant that you will repair or replace, without cost to me, the failure of a covered part on the weblide described in the agreement between you and me on the following conditions:
- (1) Term and possible overlapping manufacturer's semicinty. If the vehicle has 36,000 miles or less, the warranty shall be 90 days or 4,000 miles, the vehicle has more than 36,000 miles but less than 100,000 miles, the warranty shall be 60 days or 2,000 miles, if the vehicle has more than 80,000 miles but less than 100,000 miles the warranty shall be 30 days or 1,000 miles, whichever comes first. The milesge is shown on the synatherit between you and me, if the vehicle is devered by a new car warranty from its manufacturer, that warranty will be my only remody while it shall continue and this warranty from you shall be effective for the period of time between the expirition of the manufacturer's warranty and the remaining term of this warranty is extended for periods during which the vehicle is in the possession of you or your agent for repairs and/or during which repair services are not available because of war, invasion, strike, five, flood, or other natural disaster.
- [2] Vehicles covered. This warranty only applies to a used passenger vehicle (accluding motorcycles, notor homes and off-road vehicles) with a purchased price of at least \$3,500.00. This warranty does not apply to classic cars registered pursuant to Section 401 of the Vehicles and Traffic Law.
- [35] Parts covered by this warraway. The following parts only are covered:
- (a) English. All lubricated parts, water, and fuel pump, monifolds, anging black, cylinder head, notary engine housing, flywheels;
- (b) Transmission. Transmission case, internal parts, tarque converter;
- (c) Drive Axie. Front and rear cole housings, internal parts, aide and propeller shafts, universal joints:
- (d) Brakes. Master and wheel cylinders, vacuum assist booster, hydraulic lines, filtings and disk brake collapse;
- (e) Radiator;
- (f) Steering, Steering gear housing, oil internel parts, power steering pump, wive body, pthion and rack;
- (g) Alternator, generator, starter, ignition system (except bottery).
- [4] thems not covered. This Warranty does not cover:
- (a) failure of covered parts caused by tack of customary maintanance, collision, abuse, negligence, theft, vandalism, fire or other casualty, or durage from the environment, or if the odorse-ter has been stopped or altered so as to cause it or another pert to fail.
- (b) maintenance services and parts used in connection with such services such as seals, gaskets, fulds, oil or grease unless required in connection with a repair of a covered part; (c) tune up;
- (d) failure resulting from racing or competition, towing a quiter or enother vehicle (unless vehicle purchased is equipped for this as recommended by the enerufacturer);
- (a) failure If the vehicle is used to carry passengers for him or rented to someone alse;
- (f) repair to valves and/or rings to correct low compression and/or oil consumption which are considered normal wear
- [5] Unitation of damages. You shall not be held responsible for property damage arising or allegedly arising out of the fallure of a covered pert and agree that you will not be liable to me for the loss of the use of the vehicle, the loss of time, inconvenience, commercial loss, incidental, contequential or special damages.
- (4) Who may enforce the warranty. This warranty may be enforced by me, or if the vehicle is transferred to my spouse or child, by my spouse or child. No other person may enforce this warranty.
- [7] Other warranties. This warranty is in lieu of any other express warranty by you. ALL MAPLIED WARRANTIES, INCLUDING WARRANTIES OF MERCHANTREUTY OR FITNESS FOR A FARTIC-ULAR PURPOSE ARE REFER LIMITED TO THE SUASE TERM AS THIS WARRANTK Some states do not allow limitations on how long an implied warranty lasts or do not allow the exclusion or limitation of incidental or consequential damages. Some of the above limitations or exclusions may not apply to you. This limited warranty gives you specific legal rights and you may also have other rights which vary from state to state.
- [3] Notice of warranty claims. To make a claim under this warranty, I must notify you of the claim within the specified warranty period.
- DEALER MAY CANCEL THIS CONTRACT IF VEHICLE DESCRIBED ON THE REVENUE SIDE HAS NOT BEEN PAID FOR IN FULL AND ACCEPTED BY PURCHASER WITHIN 3 DAYS OF THE DELIVERY DATE SPECIFIED ON REVERSE SIDE, CUSTOMER DEPOSIT WILL IN THIS CASE BE REFUNDED IN FULL.

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"THE OPTIONAL DEALER REGISTRATION ON WITE APPLICATION PROCESSING FIRE (\$75.00 MAXIMUM) AND SPECIAL PLATE PROCESSING FIRE (\$5.00 MAXIMUM) ARE NOT NEW YORK STATE OR DEPARTMENT OF MAD TON VEHICLE FIRE, UNLESS A LIBBI IS BRING RECORDED ON THE GRALER REQUID HAWRES PLETES YOU MAY SHART YOUR OWN APPLICATION FOR RESISTANCE AND AND MOTION VEHICLE OF STITLE ON YOR A SHIPLING THE ON YORK AS SHIPLE ON YOR A SHIPLING TO ANY MOTION VEHICLE IS SHIPLING OFFICE. "THE SAME REPRESENTED TO MISSING THE PROCESSION PROFESSION VEHICLE ON YOUR VEHICLE OF THE OWN AND CONTINUE THE PROCESSION VEHICLE OF THE WASHINGTON AND CONTINUE THE OWN AND CONTINUE THE PROCESSION VEHICLE OF THE WASHINGTON AND ADDRESS OF THE STATE OF THE WASHINGTON AND ADDRESS OF THE WASHINGTON AND A

SUBPOENA RESPONSES 313

ILAW 553-NY-B-A-eps 10/18

RETAIL INSTALMENT CONTRACT SIMPLE FINANCE CHARGE (WITH ARBITRATION PROVISION)

		De	eler Number	Ço	ntract Number			
Buyer Name and Address (Including County and Zip Code) FARIAH JEAN FRANCOIS 2914 FARRAGUT BROOKLYN, NY 11210 KINGS			Co-Buy (Include N/A ,	er Name and Address ng County and Zip Co	de)	Seller-Creditor (Name and Address) VICTORY MITSUBISHI 4070 Boston Rd BRONX, NY 10475		
credit under the ag	reements i U.S. fund:	in this contr is according	act. You agree to to the payment	pay the Seller - Cre-	ditor (sometimes "we	ing this contract, you choose to buy the vehicle or e" or "us" in this contract) the Amount Financed and ance charge on a daily basis. The Truth-In-Lending		
New/Used/Demo	Year	Make and Mod	iel	Vehicle Identification	Number	Primary Use For Which Purchased		
USED	2017	BMW 5 SERIE	s	WBAJA7C38HG90	04646	Parsonal, family, or household unless otherwise indicated below business N/A N/A		
	FEDE	RAL TRUT	H-IN-LENDING	DISCLOSURES		Agreement to Arbitrate: By signing below, you		
ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate.	FINA CHA The c amou credi cost	ANCE LRGE dollar ont the it will you.	Amount Financed The amount of credit provided to you or on your behalf.	Total of Payments The amount you will have paid after you have made all payments as scheduled. S 43,326,00	Total Sale Price The total cost of your purchase on credit, including your down payment of \$ 8,000.00 is \$ 52,326.00	agree that, pursuant to the Arbitration Provision on page 5 of this contract, you or we may elect to resolve any dispute by neutral, binding arbitration and not by a court action. See the Arbitration Provision for additional information concerning the agreement to arbitrate. Buyer Signs X Co-Buyer Signs X NIA		
Your Payment	Schedule	e Will Be:		(e) means an estimate			
Number of Payments		ount of ments	When P	syments Due	**************************************	GAP Welver Notice © If this box is checked, and if the vehicle is a total		
72	Monthly t			07/29/20		loss because it is confiscated, damaged, or stolen, you will not be liable for the gap amount. The gap amount is the excess, if any, of (1) the amount you would owe under this contract as of the date of loss		
N/A	N	BA.	N	I/A		If the vehicle were not a total loss and you were to prepay the contract in full dess any refunds we get for		
Or As Follows:	N/A					cancelling optional insurance, maintenance, service or other contracts), over (2) the sum of (a) any past due payments and other amounts due because you broke promises in this contract and (b) the actual cash value of the vehicle Immediately before the loss.		
of \$ 1.00 Prepayment. If you p Security Interest. Yo Additional Informat default, any required of	or 5 ey early, you u are giving : lion: See th repayment in	16 of the pa will not have a security into his contract in full before th	art of the payment to pay a penalty, to pay a penalty, creat in the vehicle be for more information a scheduled date an	n Including Information of security interest.	greater .			
Unless the Saller mai	kee a written	warranty or e	enters Into a service	contract within 90 days		chts you may have under the Lemon Laws or, for used vehicles, if the vehicle is a used vehicle you bought in New York City. rast, the Seller makes no warranties on the vehicle. Making r a particular purpose.		

The following notice only applies to used vehicles bought in New York City:

IMPORTANT NOTICE TO BUYER

- (A) STATE LAW REQUIRES THAT SELLERS OF SECOND-HAND CARS CERTIFY IN WRITING TO THE BUYER THAT EACH CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (B) THIS CERTIFICATION IS A GUARANTEE THAT THE CAR IS IN SAFE CONDITION AT THE TIME OF SALE.
- (C) YOU HAVE A RIGHT TO REQUEST THE DEALER TO REPAIR OR TO PAY IN FULL FOR REPAIRS OF ANY UNSAFE CONDITION IN THE CAR WHICH DOES NOT COMPLY WITH THIS CERTIFICATION.
- (D) THIS BUSINESS IS LICENSED BY THE DEPARTMENT OF CONSUMER AFFAIRS, 42 BROADWAY, NEW YORK, NEW YORK 10004. COMPLAINT PHONE: (212) 639-9675.

Buyer Signs X _____Co-Buyer Signs X N/A SUBPOENA RESPONSES 314

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ITEMIZATION OF AMOUNT FE	WANCED	_		Insurance. You may buy the physical dar	wage insurance this
1 Cash Price (including \$			\$ 35,100.81 (1)	I shahard manipus from amman sons observe	e who is acceptable
2 Total Downpayment =	sales (ax)		(1)	to us. You are not required to buy any obtain craft unless the box indicating Van	other insurance to don's Single Interest
	NIA			Insurance is required is checked below.	
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+ Other N/A		•	N/A	☐ Credit Disability: ☐ Buyer ☐ Co	-Buver Both
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	is negative, enter "0" and see 41 below)		\$ 9,000,00 (%)	Credit Life 5 N/A	
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	ounts Paid to Others on Your Behalf			N/A	
(Seller may keep part of the A Cost of Optional Credit II				Home Office Address	
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LIC & REG FEES			250,00		
G Government Certificate of	/ Title Fees	- ;	NIA	11	
H Government Waste Tire		- :	NIA	Other Optional Insur	anne
	ust identify who is paid and describe purpose)			□N/A	N/A
to N/A	for Prior Credit or Lease Balance (N/A	Type of Insurance	Tom
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	Amounts Paid to Others on Your Behalf		\$ 3,362.00 (4)		
5 Amount Financed (3 + 4)			\$ 29,462,81 (5)		
				N/A	
OPTION: You pay no fir	ance charge if the Amount Financed, Year N/A . SELLER'S	집시하다 기계되다.		Debugged to several and an incident	surance will not be a
VENDOR'S SINGLE INTER	EST (NSURANCE (VSI insurance): If the precede	no bax is check	ed, the Creditor requires VSI	1	
Insurance for the initial term of th	e contract to protect the Creditor for loss or dan	nage to the vehi	de (collision, fire, theft). VSI	X N/A Buyer Signature	N/A
Insurance is for the Creditor's sole	protection. This insurance does not protect your	interest in the vi	shicle. You may choose the	X N/A	Date N/A
	hich the VSI insurance is obtained. If you el			Co-Buyer Signature	Date
Creditor, the coul of this insuran The coverage is for the initial tem	ce is \$ N/A and is also shown in ite	en 40 or the Den	izanon of Amount Finances.		
THE SAFE MAN AND AND THE PERSON NAMED	WEST WITHOUT	3		THIS INSURANCE DOES NOT IN ANCE ON YOUR LIABILITY FOR I	
Returned Chack Charges	fou agree to pay a charge of \$ 20 if	any chack us	u give us is dishonored.		
The street of the year	and the same of th	y when yo	State no se messerante	Contract Date on Contract	- TO OTHER

Buyer Signs X _____ Co-Buyer Signs X N

NO COOLING OFF PERIOD UNLESS YOU HAVE A CONTRACT CANCELLATION OPTION

State law does not provide for a "cooling off" or cancellation period for this sale. After you sign this contract, you may only cancel it if the seller agrees or for legal cause. You cannot cancel this contract simply because you change your mind. This notice does not apply to home solicitation sales. It also does not apply if you buy a used vehicle from a Seller-Creditor located in New York City and you did not decline your option to cancel. The laws of New York City provide a two-day cancellation option if you buy a used vehicle. This cancellation option is subject to certain conditions. See the NYC Used Car Contract Cancellation Option agreement for details.

If checked, your fast installment payment und	er this contract is a balloon payment ("Balloon Payment"). You have t	the optio	on to do one or more	of the following,	as chedio	ed, at
the time the Belloon Payment is due:						
 a) You may pay your Balloon Payment v 	hen due.					
b) Tou may refinance the Selloon Paym						
c) Vou may sell the vehicle back to us.	See paragraph 1.e. below for details. If you exercise this option, \$_	N/A	_per mile for each m	ile in excess of	N/A	miles
above on the extension off he state at all	the rate arter. The extraction will also be extracted to success		and the same distant to the	manufact of a		

Trade-in Payoff Agreement: Seller relied on information from you and/or the lienholder or lessor of your trade-in vehicle to arrive at the payoff amount shown in Item 2 of the itemization of Amount Financed as the "Prior Credit or Lesse Balance," You understand that the amount quoted is an estimate.

If the actual payoff amount is more than the amount shown in 2 you must pay the Seller the excess on demand, if the actual payoff amount is less than the amount shown in 2 Seller will refund to you any overage Seller receives from your prior tienholder or lessor.

Buyer Signature X N/A Co-Buyer Signature X N/A

OTHER IMPORTANT AGREEMENTS

FINANCE CHARGE AND PAYMENTS

- a. How we will figure Finance Charge. We will figure the Finance Charge on a daily basis at the Annual Percentage Rate on the unpaid part of the Amount Financed.
- b. How we will apply payments. We may apply each payment to the earned and unpaid part of the Finance Charge, to the unpaid part of the Amount Financed and to other amounts you owe under this contract in any order we choose.
- c. How late payments or early payments change what you must pay. We based the Finance Charge, Total of Payments, and Total Sale Price shown on page 1 of this contract on the assumption that you will make every payment on the day it is due. Your Finance Charge, Total of Payments, and Total Sale Price will be more if you pay late and less if you pay early. Changes may take the form of a larger or smaller final payment or, at our option, more or tewer payments of the same amount as your scheduled payment with a smaller final payment. We will send you a notice telling you about these changes before the final scheduled payment is due.
- d. You may prepay. You may prepay all or part of the unpaid part of the Amount Financed at any time without penalty. If you do so, you must pay the earned and unpaid part of the Finance Charge and all other amounts due up to the date of your payment.
 e. Balloon Payment Options. Your Balloon Payment is
- e. Balloon Payment Options. Your Balloon Payment is due and payable as disclosed above. Because the contract is a simple finance charge contract, your Balloon Payment may differ from the amount shown depending on your payment habits. If checked above, you have the following options.

Pay in Full. You may pay the Balloon Payment in full when due.

Refinance. You may refinance the Balloon Payment unless you are in default under the contract. If we have advanced funds to cure any default, you must pay us back before the refinancing. You also must provide proof of insurance acceptable to us before the refinancing. The annual percentage rate for the refinancing will be the lower of the rate agreed to by you and us at the time of refinancing or the maximum rate permitted by law. The term of the refinancing will be based on the amount refinanced, the rate, and the amount of the monthly payment. The refinanced monthly payment will be the same as in this contract if the refinanced amount will be

fully paid within 36 months of the due date of the Balloon Payment. Otherwise, the monthly payment amount will be the amount needed to fully pay the refinanced amount within 36 months of the due date of the Balloon Payment. If you wish to refinance, you must notify us in writing. The notice must be received no later than 30 days prior to the due date of the Balloon Payment. If you choose to refinance the Balloon Payment at the time the Balloon Payment is due, we will provide you with the disclosures required under the federal Truth in Lending Act in the agreement to refinance we make with you. Both you and we must sign the agreement to refinance.

Sell Back. You may sell the vehicle to us for an amount equal to the Balloon Payment. You must pay us any other amount owed under the contract. The amount you owe will be based, in part, on the vehicle's mileage. You also must pay us the estimated costs of all repairs to the vehicle that are the result of excess mileage and excess wear and use, as described on this page. You must take the vehicle for inspection, to a place we select, no later than 15 days prior to the Balloon Payment due date. After the inspection, if you decide to sell the vehicle to us, you must deliver the vehicle to us no later than the Balloon Payment due date. At that time, you must also give us a title, which shows no liens other than our lien, transferring ownership to us or a person we select. After the inspection, if you decide not to sell the vehicle to us, you must immediately contact us and tell us whether you want to pay or refinance the last installment payment.

You must pay us the excess mileage fee shown above. You are also responsible for repairs of all damage to the vehicle that is the result of excess wear and use. These repairs include, but are not limited to:

- Replace any tire not part of a matching set of four or any tire which has less than 1/8 inch of remaining tread,
- Repair all mechanical defects.
- Repair or replace all dented, scratched, chipped, rusted or mismatched body panels, paint or vehicle identification items; all dented, scratched, rusted, pitted, broken or missing trim and grill work; all scratched, cracked, pitted or broken glass; all faulty window mechanisms; all stains, burns or worn areas; and all damage which would be covered by collision or comprehensive insurance whether or not such insurance is actually in force.

_ Co-Buyer Signs X N/A

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Buyer Signs X __

If you have not made the repairs before inspection of the vehicle you will owe the estimated costs of such repairs, even if the repairs are not made prior to your sale of the vehicle to us. If you disagree with the estimated costs of repairs, you may have the repairs made at your expense prior to your sale of the vehicle to us.

YOUR OTHER PROMISES TO US

a. If the vehicle is damaged, destroyed, or missing. The following paragraph does not apply if the box in the GAP Walver Notice on page 1 of this contract is checked.

You agree to pay us all you owe under this contract even if the vehicle is damaged, destroyed, or missing. The terms and conditions of your liability if the vehicle is damaged, destroyed, or missing are described in a separate document you sign. The document is a part of this contract.

b. Using the vehicle, You agree not to remove the vehicle from the U.S. or Canada, or to sell, rent, lease, or transfer any interest in the vehicle or this contract without our written permission. You agree not to expose the vehicle to misuse, seizure, confiscation, or involuntary transfer. If we pay any repair bills, storage bills, taxes, fines, or charges on the vehicle, you agree to repay the amount when we ask for it.

Security Interest.

You give us a security interest in:

The vehicle and all parts or goods put on it;

 All money or goods received (proceeds) for the vehicle;

 All insurance, maintenance, service, or other contracts we finance for you; and

 All proceeds from insurance, maintenance, service, or other contracts we finance for you. This includes any refunds of premiums or charges from the contracts.

This secures payment of all you owe on this contract, it also secures your other agreements in this contract. You will make sure the title shows our security interest (lien) in the vehicle. You will not allow any other security interest to be placed on the title without our written permission.

Insurance you must have on the vehicle.

You agree to have physical damage insurance covering loss of or damage to the vehicle for the term of this contract. The insurance must cover our interest in the vehicle. If you do not have this insurance, we may, if we choose, buy physical damage insurance. If we decide to buy physical damage insurance, we may either buy insurance that covers your interest and our interest in the vehicle, or buy insurance that covers only our interest. If we buy either type of insurance, we will tell you which type and the charge you must pay. The charge will be the premium for the insurance and a finance charge computed at the Annual Percentage Rate shown on page 1 of this contract.

If the vehicle is lost or damaged, you agree that we may use any insurance settlement to reduce what you owe or repair the vehicle.

 what happens to returned Insurance, maintenance, service, or other contract charges. If we get a refund of Insurance, maintenance, service, or other contract charges, we may subtract the refund from what you owe.

3. IF YOU PAY LATE OR BREAK YOUR OTHER PROMISES

a. You may owe late charges, You will pay a late charge on each late payment as shown on page 1 of this contract, Acceptance of a late payment or late charge does not excuse your late payment or mean that you may keep making late payments. If you pay late, we may also take the steps described below.

- You may have to pay all you owe at once. If you break your promises (default), we may demand that you pay all you owe on this contract at once subject to any right you have to reinstate the contract for less (see below). Default means:
 - You do not pay any payment on time;
 - You give false, incomplete, or misleading information on a credit application;
 - You start a proceeding in bankruptcy or one is started against you or your property; or

You break any agreements in this contract.

The amount you will owe will be the unpaid part of the Amount Financed plus the earned and unpaid part of the Prepaid Finance Charge and the Finance Charge, any late charges, and any amounts due because you defaulted.

c. You may have to pay collection costs. If we hire an attorney who is not our salaried employee to collect what you owe, you will pay the attorney's fee and court costs as permitted by law. The maximum attorney's fee you will

pay will be 15% of the amount you owe.

- d. We may take the vehicle from you. If you default, we may take (repossess) the vehicle from you if we do so peacefully and the law allows it. If your vehicle has an electronic tracking device, you agree that we may use the device to find the vehicle. If we take the vehicle, any accessories, equipment, and replacement parts will stay with the vehicle. If any personal items are in the vehicle, we may store them for you at your expense. If you do not ask for these items back, we may dispose of them as the law allows.
- e. How you can get the vehicle back if we take it, If we repossess the vehicle, you may pay to get it back. If two things are true, you have the right to get the vehicle back by paying all past due payments, any late charges, and any expenses we incurred related to retaking the vehicle, holding it, and preparing it for sale (reinstate). First, you must have bought the vehicle primarily for personal, family, or household use. Second, your only default is a failure to pay an instalment payment on time. Otherwise, we will tell you how much to pay to get the vehicle back. Your right to get the vehicle back ends when we sell it.

f. We will sell the vehicle if you do not get it back. If you do not redeem, we will sell the vehicle. We will send you a written notice of sale before selling the vehicle.

We will apply the money from the sale, less allowed expenses, to the amount you owe. Allowed expenses are expenses we pay as a direct result of taking the vehicle, holding it, preparing it for sale, and selling it. Attorney fees and court costs the law permits are also allowed expenses. If any money is left (surplus), we will pay it to you unless the law requires us to pay it to someone else. If money from the sale is not enough to pay the amount you owe, you must pay the rest to us. If you do not pay this amount when we ask, we may charge you interest at a rate not exceeding the highest lawful rate until you pay.

What we may do about optional insurance, maintenance, service, or other contracts. This contract may contain charges for optional insurance, maintenance, service, or other contracts. If we demand that you pay all you owe at once or we repossess the vehicle, you agree that we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to reduce what you owe or repair the vehicle. If the vehicle is a total loss because it is confiscated, damaged, or stolen, we may claim benefits under these contracts and cancel them to obtain refunds of unearned charges to

reduce what you owe.

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4. SERVICING AND COLLECTION CONTACTS

You agree that we may try to contact you in writing, by e-mail, or using prerecorded/artificial voice messages, text messages, and automatic telephone dialing systems, as the law allows. You also agree that we may try to contact you in these and other ways at any address or telephone number you provide us, even if the telephone number is a cell phone number or the contact results in a charge to you.

 Used Car Buyers Guide, The information you see on the window form for this vehicle is part of this contract, information on the window form overrides any contrary provisions in the contract of sale. Spanish Translation: Guía para compradores de vehículos usados. La información que ve en el formulario de la ventanilla para este vehículo forma parte del presente contrato. La información del formularlo de la ventanilla deja sin efecto toda disposición en contrario contenida en el contrato de venta.

APPLICABLE LAW

Federal law and the law of the state of our address shown on page 1 of this contract apply to this contract.

NOTICE: ANY HOLDER OF THIS CONSUMER CREDIT CONTRACT IS SUBJECT TO ALL CLAIMS AND DEFENSES WHICH THE DEBTOR COULD ASSERT AGAINST THE SELLER OF GOODS OR SERVICES OBTAINED PURSUANT HERETO OR WITH THE PROCEEDS HEREOF, RECOVERY HEREUNDER BY THE DEBTOR SHALL NOT EXCEED AMOUNTS PAID BY THE DEBTOR HEREUNDER.

The preceding NOTICE applies only to goods or services obtained primarily for personal, family, or household use. In all other cases, Buyer will not assert against any subsequent holder or assignee of this contract any claims or defenses the Buyer (debtor) may have against the Seller, or against the manufacturer of the vehicle or equipment obtained under this contract.

ARBITRATION PROVISION PLEASE REVIEW - IMPORTANT - AFFECTS YOUR LEGAL RIGHTS

- 1. EITHER YOU OR WE MAY CHOOSE TO HAVE ANY DISPUTE BETWEEN US DECIDED BY ARBITRATION AND NOT IN COURT OR BY JURY TRIAL.
- IF A DISPUTE IS ARBITRATED, YOU WILL GIVE UP YOUR RIGHT TO PARTICIPATE AS A CLASS REPRESENTATIVE OR CLASS MEMBER ON ANY CLASS CLAIM YOU MAY HAVE AGAINST US INCLUDING ANY RIGHT TO CLASS ARBITRATION OR ANY CONSOLIDATION OF INDIVIDUAL ARBITRATIONS.
- DISCOVERY AND RIGHTS TO APPEAL IN ARBITRATION ARE GENERALLY MORE LIMITED THAN IN A LAWSUIT, AND OTHER RIGHTS THAT YOU AND WE WOULD HAVE IN COURT MAY NOT BE AVAILABLE IN ARBITRATION.

Any claim or dispute, whether in contract, tort, statute or otherwise (including the interpretation and scope of this Arbitration Provision, and the arbitrability of the claim or dispute), between you and us or our employees, agents, successors or assigns, which arises out of or relates to your credit application, purchase or condition of this vehicle, this contract or any resulting transaction or relationship (including any such relationship with third parties who do not sign this contract) shall, at your or our election, be resolved by neutral, binding srbitration and not by a court action. If federal law provides that a claim or dispute is not subject to binding arbitration, this Arbitration Provision shall not apply to such claim or dispute. Any claim or dispute is to be arbitrated by a single arbitrator on an individual basis and not as a class action. You expressly waive any right you may have to arbitrate a class action. You may choose the American Arbitration Association, 1633 Broadway, 10th Floor, New York, New York 10019 (https://www.adr.org), or any other organization to conduct the arbitration subject to our approval. You may get a copy of the rules of an arbitration organization by contacting the organization or visiting its website.

Arbitrators shall be attorneys or retired judges and shall be selected pursuant to the applicable rules. The arbitrator shall apply governing substantive inwand the applicable statute of smitations. The arbitration hearing shall be conducted in the federal district in which you reside unless the Seller-Creditor is a party to the claim or dispute, in which case the hearing will be hald in the federal district where this contract was executed. We will pay your filing, administration, service or case management see and your arbitrator or hearing see all up to a maximum of \$5000, unless the law or the rules of the chosen arbitration organization require us to pay more. The amount we pay may be relimbursed in whole or in part by decision of the arbitrator if the arbitrator filter arbitrator that any of your calms is frivolous under applicable law. Each party shall be responsible for its own attorney, expert and other fees, unless awarded by the arbitrator under applicable law. If the chosen arbitration organization's rules conflict with this Arbitration Provision, then the provisions of this Arbitration Provision shall be governed by the Federal Arbitration Act (9 U.S.C. § 1 et. seq.) and not by any state law concerning arbitration. Any award by the arbitrator shall be in writing and will be final and binding on all parties, subject to any limited right to appeal under the Federal Arbitration Act.

You and we retain the right to seek remedies in small claims court for disputes or claims within that court's jurisdiction, unless such action is transferred, removed or appealed to a different court. Neither you nor we waive the right to arbitrate by using self-help remedies, such as repossession, or by filing an action to recover the vehicle, to recover a deficiency balance, or for individual injunctive relief. Any court having jurisdiction may enter judgment on the arbitrator's award. This Arbitration Provision shall survive any termination, payoff or transfer of this contract. If any part of this Arbitration Provision, other than waivers of class action rights, is deemed or found to be unenforceable for any reason, the remainder shall remain enforceable. If a waiver of class action rights is deemed or found to be unenforceable for any reason in a case in which class action allegations have been made, the remainder of this Arbitration Provision shall be unenforceable.

Buyer Signs X ______ Co-Buyer Signs X N/A

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The Annual Percentage Rate may be negotiable with the Seller. The Seller may assign this contract and retain its right to receive a part of the Finance Charge.

HOW THIS CONTRACT CAN BE CHANGED. This and we must sign it. No oral changes are binding.			ent between you and		ontract. Any change to Signs XN/A	this contract m	ust be in writing
if any part of this contract is not valid, all other parts extend the time for making some payments without See the rest of this contract for other important	stay valid. We may dextending the time to	delay or refrain		four rights under th	is contract without los	ing them. For ex	ample, we may
NOTICE TO BUYER: 1. Do not sign to completely filled in copy of the agre do so, you may, depending on the re- circumstances obtain a rebate of transurance on the motor vehicle pro-	ement. 3. Unde nature of the ci he credit servi	er the law, redit servi	you have a right ice charge, eith a. 4. According	ht to pay off in er (a) prepay to law, you h	n advance the f without penalt have the privile	ull amount y, or (b) un- ege of purc	due. If you der certain
You agree to the terms of this contri to take it and review it. You acknow on page 5, before signing below. Yo RETAIL INSTALMENT CONTRACT	yledge that you	u have rea	ad all pages of	this contract	t, Including the	arbitration	were free provision
Buyer Signs X	Date	06/29/20	Co-Buyer Sign	s X N/A		Dat	e_N/A
Co-Buyers and Other Owners — A co-buyer is a per have to pay the debt. The other owner agrees to the				r owner is a person	whose name is on the	title to the vehic	de but does not
Other owner signs here X.	N/A	-	_ Address		N/A		
Seter signs VICTORY MITSUBISHI	Date .	06/29/20	Ву Х			Ttio	N/A
Seller assigns its Interest in this contract to CAPITA	L ONE AUTO FIN	ANCE		(Assignee) un	nder the terms of Selle	r's agreement(s)	with Assignee.
☐ Assigned with recourse		☑ Assigne	ed without recourage		☐ Atts	igned with Emitor	d recourse
Seller VICTORY MITSUBUSHI		By			Title		

Form SSA-89 (02-2018)
Discontinue Previous Editions
Social Security Administration

CONFIDENTIAL

Page 1 of

OMB No.0960-076

COAF_Francois_00000186

			20 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Printed Name:			Social Security Number:
I want this information release	ed because I am conducting	the follow	ving business transaction:
To secure or maintain auto finance	ing.		4
Reason (s) for using CBSV: (I	Please select all that apply)		
☐ Mortgage Service	☐ Banking Service	ĺ	
☐ Background Check	License Require	ment	
Credit Check			
with the following company ("t	he Company"):		
Company Name: Capital One	Auto Finance	-	
Company Address: 7933 Pres	ton Road, Plano, TX 75024		
minor, or the legal guardian of perjury that the information co	a legally incompetent adult ntained herein is true and co	I declare prrect. I ac	and affirm under the penalty of knowledge that if I make any
This consent is valid only fo	or 90 days from the date si		이 없었다. 이 이 이 이 이 이 이 사람들은 그는 이 아니라 아니는 아니는 아니는 아니는 아니는 아니다.
This consent is valid for	days from the date sig	ned	(Please initial.)
Signature:		ate Signe	d:
Relationship (if not the individ	fual to whom the SSN was it	ssued):	
Contact information of indiv	Authorization for the Social Security Administration (SSA) To Release Social Security Number (SSN) Verification inted Name: Date of Birth: Social Security Number:		
Address:			d'i
City/State/ZIP:			
Phone Number: S	SUBPOENA RESPONS	ES 320	

Privacy Act Statement Collection and Use of Personal Information

Sections 205(a) and 1106 of the Social Security Act, as amended, allow us to collect this information. Furnishing us this information is voluntary. However, failing to provide all or part of the information may prevent us from releasing information to a designated company or company's agent.

We will use the information to verify your name and Social Security number (SSN). In addition, we may share this information in accordance with the Privacy Act and other Federal laws. For example, where authorized, we may use and disclose this information in computer matching programs, in which our record are compared with other records to establish or verify a person's eligibility for Federal benefit programs an for repayment of incorrect or delinquent debts under these programs.

A list of routine uses is available in our Privacy Act System of Records Notice (SORN) 60-0058, entitled Master Files of SSN Holders and SSN Applications. Additional information and a full listing of all our SORt are available on our website at www.socialsecurity.gov/foia/bluebook.

Paperwork Reduction Act Statement - This information collection meets the requirements of 44 U.S.C. § 3507, as amended by section 2 of the <u>Paperwork Reduction Act of 1995</u>. You do not need to answer these questions unless we display a valid Office of Management and Budget control number. We estimate that it will take about 3 minutes to complete the form. You may send comments on our time estimate above to: SSA, 6401 Security Blvd., Baltimore, MD 21235-6401. Send to this address <u>only</u> comments relating to our time estimate, not the completed form.

-TEAR OFF-

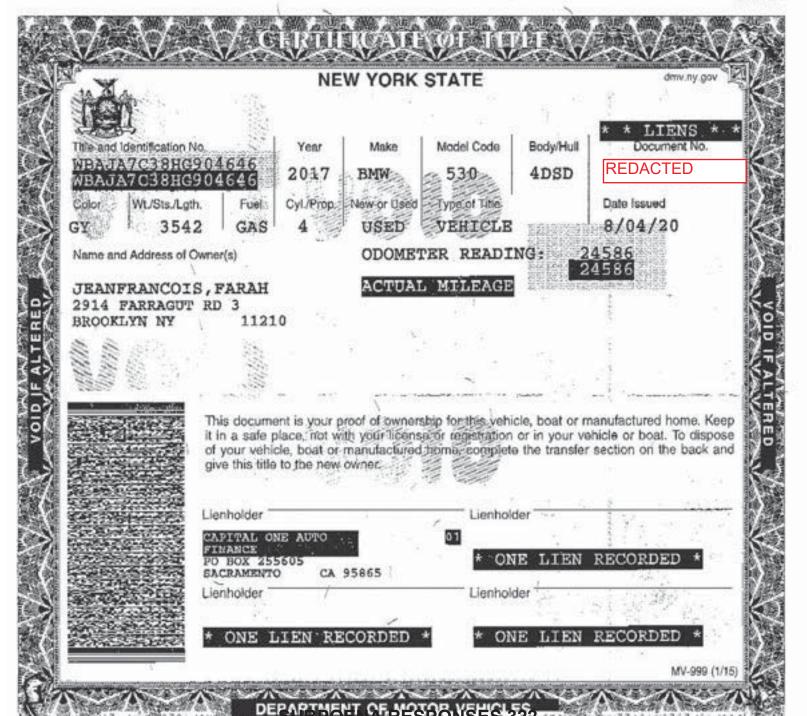
NOTICE TO NUMBER HOLDER

The Company and/or its Agent have entered into an agreement with SSA that, among other things, includes restrictions on the further use and disclosure of SSA's verification of your SSN. To view a copy of the entire model agreement, visit http://www.ssa.gov/cbsv/docs/SampleUserAgreement.pdf.

JEANFRANCOIS, FARAH 2914 FARRAGUT RD 3 BROOKLYN

NY 11210

003731



Son Son



INVESTMENT NEW YORK STATE REGISTRATION DOCUMENT G PAS JSE8212 2017 BMW NONTRANSFERABLE WBAJA7C38HG904646 4DSD GY HM692928 MAY 30 2020 003542 G 4 LXL BTS2E6 Espires 05/29/22 *NYMA* JEANFRANCOIS, FARAH 2914 FARRAGUT RD 3 28.25 NY 11210 BROOKLYN ANNUAL CHO 216.50 HM692928 VOICEPALTERED EXCEPT FOR ADDRESS

Keep this document to show to the police and courts.





Case 1:22-cv-04447-JSR Document 53-30

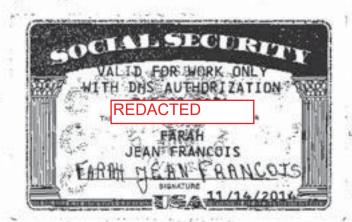
Filed 03/15/23 Page 91 of 96

COURTESY - PROFESSIONALISM - RESPECT

Please ask for more information on this and other crime prevention initiatives. Our goal is to make you and your property safe.

REMEMBER: CALL "911" FOR EMERGENCIES ONLY!!!!





Titan Account Numbers 6206274466242

Suspect

First Name: Unknown Middle Name: Unknown Last Name: Unknown Address: Unknown

Home Phone: 347-995-5054 Work Phone: 212-245-5877

SSN: Unknown

DOB: DEDACTED

Involvement: Used 3rd party Name, Date of Birth, and SSN to purchase a vehicle

Source of Suspect Information: Titan, LexisNexis,

Law Enforcement: Seminole County Sheriff's Office, FL, ORI FL 059000, Case 20202612165 09/17/2020, Officer Adam Simmons, 120521, Officer Jack Murray, 16329

Link Applications: None

Narrative

THE INVESTIGATION WAS INITIATED WHEN THE TRUE NAME PARTY FARAH JEAN FRANCOIS SOCIAL SECURITY NUMBER REDACTED CONTACTED CAPITAL ONE AUTO FINANCE ABOUT A CASE OF IDENTITY THEFT. DURING THE REVIEW OF THE ACCOUNT, IT WAS DISCOVERED THAT AN UNKNOWN SUSPECT USING THE TELEPHONE NUMBERS LISTED ABOVE USED THE VICTIM'S NAME, DATE OF BIRTH, AND SOCIAL SECURITY NUMBER ON 06/29/2020 TO PURCHASE A 2017 BMW 5 SERIES FOR \$29,462.81. CAPITAL ONE AUTO FINANCE HAS BEGUN EFFORTS TO RECOVER THE FUNDS ON THE LOAN.

SUBPOENA RESPONSES 327

[NEDACIE 6/29/20 10:30 AM D]	SSN Changed for applicant using bureau sources	SSCV	[REDACTED]	son criangen for primary applicant from squaratives.or rocketter, symutaxius to squaraxiu v3.0>YMUsVStdBs/tustaxid> using bureau sources EFX,EXP,TU.	273
ACTE 6/29/204:16 PM]	Contract Received -	CONT	[REDACTED]	Contract Received -	68
[REDACTE 6/29/204:16 PM D]	GF Credit App Notes -	GFCA	[REDACTED]	AppDOB = [REDACTED]; AppPrimaryIncome = 65000; AppPrimaryIncomeInterval = Annually;	09
[REDACTE 6/29/203:06 PM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/203:10 PM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/203:09 PM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/20 10:42 AM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/20 10:33 AM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/203:31 PM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/205:46 PM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/20 10:31 AM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDÁCTE 6/29/203:03 PM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/20 10:34 AM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/203:07 PM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/201:45 PM D]	Communication Sent -	COMM	[REDACTED]	Communication is successfully sent.	78
[REDACTE 6/29/204:16 PM D]	GF Personal Notes	GFPI	[REDACTED]	Applicant utility bill missing. Verify residence or stip.	52
[REDACTE 6/29/201:45 PM D]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 4	85
[REDACTE 6/29/20 10:33 AM D]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 1	85
[REDACTE 6/29/203:03 PM D]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 5	85
[REDACTE 6/29/203:07 PM D]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 7	85
[REDACTE 6/29/203:06 PM D]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 6	85
[REDACTE 6/29/203:10 PM D]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 9	85
ACTE 6/29/20 3:09 PM]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 8	85
[REDACTE 6/29/20 10:34 AM D]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 2	85
[REDACTE 6/29/20 10:42 AM D]		NOTE	[REDACTED]	Application has been Deal Updated - Count : 3	85
ACTE 6/29/203:31 PM		NOTE	[REDACTED]	Application has been Deal Updated - Count : 10	85
[REDACTE 6/29/204:16 PM D]	GF Budget Notes -	GFBV	[REDACTED]	Applicant's POI is missing. Stip for appropriate document.	63
[REDACTE 6/29/20 10:31 AM D]	Verified income received from TALX	IXXI	[REDACTED]	Monthly income of 3035.83 calculated with TALX data for applicant	285
[REDACTE 6/29/203:07 PM D]	DEALER TRACK NOTES	DLNT	[REDACTED]	DT Comments - EXTRA OPTIONS: COLLISION AVOIDANCE SYSTEM	172
[REDACTE 6/29/20 3:06 PM D]	DEALER TRACK NOTES	DLNT	[REDACTED]	DT Comments - EXTRA OPTIONS: ALUMINUM/ALLOY WHEELS	172
[REDACTE 6/29/203:10 PM D]	DEALER TRACK NOTES	DLNT	[REDACTED]	DT Comments - EXTRA OPTIONS: COLLISION AVOIDANCE SYSTEM	172
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120	99	54	64	300	276	286	286	286	286	286	286
Called App-347 995 5054 lft msg on vm , completed pop	Dealership mismatch or dealer not listed on approval. Need to verify dealership. Dealer Address: NY	Bookout variance of 575.00 found. Dealer bookout value is 31400.00, DDS computed bookout of 31975.00 WholeSaleValue: 31975.00 . Region: Eastern , Edition: 062020 ,	Address mismatch.	Applicant Name Mismatch.	No DOB mismatch found for Primary applicant	POI was autocompleted with TALX data, calculated income of 3035.83	POI was autocompleted with TALX data, calculated income of 3035.83	POI was autocompleted with TALX data, calculated income of 3035.83	POI was autocompleted with TALX data, calculated income of 3035.83	POI was autocompleted with TALX data, calculated income of 3035.83	POI was autocompleted with TALX data, calculated income of 3035.83
[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]	[REDACTED]
OCTC	GFCV	GFVV	GFMS	NMMN	DOBV	TXAC	TXAC	TXAC	TXAC	TXAC	TXAC
Called App-	GF Contract Notes -	GF Collateral Notes -	GF Misc Notes -	Name Mismatch Found.	No DOB Mismatch	POI autocompleted using TALX verified income					
6/29/205:45 PM	6/29/204:16 PM	6/29/20 4:16 PM	6/29/20 4:16 PM	6/29/20 4:16 PM	[REDACTE 6/29/20 10:30 AM D]	[REDÁCTE 6/29/20 10:31 AM D]	6/29/203:31 PM	[REDACTE 6/29/20 10:34 AM D]	6/29/20 3:10 PM	[REDACTE 6/29/20 10:42 AM D]	6/29/203:07 PM
[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]	[REDACTE D]

for prev

only. Do not PRINT

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Capital One Auto Finance 7933 Preston Road Plano, TX 75024 1-800-227-3863

YOUR FRAUD CLAIM RESOLUTION

FARAH JEAN FRANCOIS 145 W 111 ST APT 8 NEW YORK NY 10026

Account Number: Vehicle: VIN:

REDACTED

17 BMW 5-SERIES WBAJA7C38HG904646

Dear FARAH JEAN FRANCOIS,

only. Do I am writing to you about an identity theft investigation where you are named as a victim. We have confirmed that this claim is valid. Capital One Auto Finance is requesting that the trade line be deleted from your Equifax, Trans Union, Experian, and Innovis credit bureau reports. Please retain this letter as confirmation that you are not liable for the above referenced account.

This is for preview only. Do not PRINT. If you have any questions please contact our Risk Management Department at 1-800-227-3863, option 7, extension 275-9133, Monday through Friday, from 9:00 a.m. to 6:00 p.m. Eastern Time.

Sincerely,

CONFIDENTIAL

Redacted

Fraud Specialist Risk Management Department Capital One Auto Finance

One * Capital One Auto Finance is a division of Capital One, National Association; successor to Onyx Acceptance Corporation and NFB Funding,

LID1 10015 Page 1 of 1 **SUBPOENA RESPONSES 329**